

**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. January 8, 2007

City Council Chambers  
455 North Main

**ORDER OF BUSINESS**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the December 18, 2007 regular meeting

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**AWARDS AND PROCLAMATIONS**

- **Distinguished Service Citation:**
  - Joseph T. Botinelly

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**PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Alfreida K. Klays-Brown-No Smoking Ban.
2. Warren Carter-Support for an Inclusive Smoking Ban.
3. Kim LaCount-Smoking Ban.
4. Debi Kreutzman-Affect of Smoking Ban on Non-Profit Organizations who hold bingo licenses.
5. Corinne Radke-Affect on smoking ban on non-profit organizations who hold bingo licenses.
6. Gary Winget-Smoking Ban in public places.



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CONSENT AGENDA

7. Report of the Board of Bids and Contracts Dated January 7, 2008

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

8. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Dat Huynh	D & T Grocery	895 South Woodlawn
Raisa Mirsa	Valero	731 North Ridge Road
Jay A. Johnson	Johnson's General Stores Inc #39	5400 North Meridian
Jay A. Johnson	Johnson's General Stores Inc #06	1003 South Seneca
Hisham Mubardin	M & V Petroleum	1400 North Market
<u>Renewal</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
Mark T. Ryan	Ryan Boys West Inc. dba Two Brothers BBQ*	8406 West Central
<u>New Operator</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Maria T. Mier	Mier Enterprises, LLC dba San Nicholas Latino Market	328 East Pawnee Street SU 104

\*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and  
approval.

9. Preliminary Estimates:

- a. Main 21 Four Mile Creek Sewer (south of Harry, east and west of Pawnee) (468-84240/ 744235/480923) Traffic to be maintained during construction using flagpersons & barricades. (District II) - \$2,398,790.40
- b. 2007 Contract Maintenance Concrete, Asphalt & Drainage Repairs (various locations east of 159th Street West, north of 71st Street South) (472-84624/132720/620469/) Traffic to be maintained during construction using flagpersons and barricades. (District ALL) - \$190,820.00
- c. Cherry Creek from the west line of 127th Street East to the west line of Lot 8, Block 2; Cherry Creek Court from the north line of Cherry Creek to and including the cul-de-sac; Cherry Creek Court from the north line of Cherry Creek to and including the cul-de-sac to serve Tara Creek Addition (north of Pawnee, west of 127th Street East) (472-84557/ 766162/490180) Does not affect existing traffic. (District II) - \$215,000.00



(Item 9 continued)

- d. Monument, from the south line of 23rd Street North to the south line of Lot 1, Block 4; Cowboy, from the east line of Monument to the east line of Lot 1, Block 2; Red Rock, from the south end of Canyon to the east line of Lot 1, Block 3; Canyon, from the west line of Red Rock to the west line of Monument to serve Southwest Passage Addition (south of Pawnee, west of 119th Street West) (472-84447/766180/490198) Does not affect existing traffic. (District IV) - \$381,000.00
- e. Gypsum Creek Flood Control, Pawnee Street to Woodlawn Avenue (north of Pawnee, west of Woodlawn) (468-84224/660804/866005) Does not affect existing traffic. (District III) - \$2,099,800.00
- f. The cost of Central Avenue, between 135th Street West and 119th Street West. (472-84017/706898/204-364) (District V). – Total Estimated Cost \$387,000.00
- g. The cost of Zelta Drive from the north line of Kellogg Drive to the south line of Waterman (north of Kellogg, east of Greenwich). (472-84300/765972/490- 087) (District II) – Total Estimated Cost \$307,350.00

RECOMMENDED ACTION: Receive and file.

10. Petitions for Public Improvements:

- a. Renovate Building Facade at 571-577 W Douglas, south of Douglas, west of McLean. (District IV)
- b. Construct Paving and Water Improvements for Waterfront Residential, Waterfront Sixth and Greenwich Office Park Additions, north of 13th Street, west of Greenwich. (District II)
- c. Construct Sanitary Sewer and Drainage Improvements for Lot 23, Block 1, Fox Pointe Addition west of Webb, south of 29th Street North. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

11. Deeds and Easements:

- a. Storm Water Drainage and Detention Basin Improvements Easement dated October 16, 2007 from Beech Lake Investments, LLC for a pond lying within Reserve C, Waterfront Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751394) No cost to City.
- b. Storm Water Drainage and Detention Basin Improvements Easement dated December 12, 2007 from Tara Development, Inc. for ponds lying within Reserves B, C and I, Casa Bella Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751414) No cost to City.
- c. Storm Water Drainage and Detention Basin Improvements Easement dated December 21, 2007 from Socora Homes, Inc., for ponds lying within Reserve A and B, Fontana 2nd Addition and The East 324 feet of Reserve E, Fontana Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751425) No cost to City.
- d. Storm Water Drainage and Detention Basin Improvements Easement dated December 19, 2007 from Silverton LLC, for a pond lying within Reserve A, Silverton Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751428) No cost to City.



(Item 11 continued)

- e. Sanitary Sewer Easement dated June 22, 2007 from McDonald's USA, LLC, a Delaware limited liability company for a tract of land in Lots 1, 3 and 4, Agile Addition, City of Wichita, Sedgwick County, Kansas, (OCA 607861). No Cost to City
- f. Utility Easement dated September 14, 2007 from Mr. Al Caro, Partner of Webb Road Business Park, for tracts of land lying in Lot 1, Andeels Webb Road Addition, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- g. Utility Easement dated October 30, 2007 from Greenwich 13, L.L. C., a Kansas limited liability company for a tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- h. Utility Easement dated November 2, 2007 from Waterfront Holding Co., LLC, ad Kansas Limited Liability Company for a tract of land lying in the Southwest Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- i. Dedication dated November 2, 2007 from Ritchie Associates, Inc. for a tract of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- j. Right of Way Dedication dated November 26, 2007 from Ralph A. Lanzrath, Trustee for a tract of land lying in Lot 5, Lakeside Acres Second Addition to Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- k. Utility Easement dated November 15, 2007 from Catholic Diocese of Wichita, a Kansas non profit Sedgwick County, Kansas and in Lot 1, St. Peter the Apostle Catholic Church Addition, Sedgwick County, Kansas, and in SE1/4 of Section 7, Twp. 28-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, (OCA # 744225). No Cost to City
- l. Public Utility Easement dated December 18, 2007 from Norman Massey, Jr. for a tract of land lying in NE 1/4, Section 23, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, (OCA # 735377). No Cost to City
- m. Utility Easement dated October 29, 2007 from Billy H. Hamilton and Virginia F. Hamilton, husband and wife, a tract of land lying in the SE 1/4 of Section 7, Township 28 South, Range 1 West of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, (OCA # 744224). No Cost to City
- n. Sanitary Sewer Easement dated November 30, 2007 from Dorothy Leis for tracts land located in Lots 1 through 5, Block 17, Diamond Addition to Oatville, Sedgwick County, Kansas; Lots 6 through 12, Block 7, Original Townsite of Oatville, Sedgwick County, Kansas; and Lot 5, Block 7 together with part of Lot 4, block 7, both in Original Townsite of Oatville, Sedgwick County, Kansas, (OCA# 633703). No Cost to City

RECOMMENDED ACTION: Accept documents.

12. Consideration of Street Closures/Uses.

RECOMMENDED ACTION: Approve street closure.



13. Agreements/Contracts:

- a. Staking in Stonebridge Second Addition, north of 13th Street, west of 159th Street East. (District II)-Supplemental.
- b. Staking in Tara Creek and Casa Bella Additions north of Pawnee, west of 127th Street East. (District II)-Supplemental.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

14. Design Services Agreements:

- a. Southeast Water Transmission Main-Phase 2, Lewis and Ida to Morris and Bluff. (District III)
- b. Edge Water Addition, south of 45th Street North, west of Hoover. (District V)
- c. Johnson Commercial Centre south of 53rd Street North, west of Meridian. (District VI)
- d. Waterfront Residential, Greenwich Office Park and Waterfront sixth Additions, north of 13th Street, west of Greenwich. (District II)
- e. Southwest Passage Addition south of Pawnee, west of 119th Street West. (District IV)
- f. Mesa Verde Addition south of 37th Street North, east of Meridian. (District VI)
- g. Main 22, Southwest Interceptor Sewer MacArthur Road and West Street. (District IV)-Supplemental.
- h. 13<sup>th</sup> Street Bridge at the Little Arkansas River. (District VI)-Supplemental.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures

15. Change Orders:

- a. Southeast Booster Pump Station. (District III)
- b. Storm Water Drain to serve Lillie Second Addition south of Maple, west of Maize. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

16. Property Acquisitions:

- a. Purchase of Park Land near 159th Street East and Pawnee. (District II)
- b. Acquisition of Utility Easements in the 1100 Block of West 52nd and 51st Streets South. (District IV)
- c. Partial Acquisition of Vacant Land at 2659 South 119th Street West for the Mid-Continent Interceptor Sanitary Sewer Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

17. Nuisance Abatement Assessments.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

18. Arkansas River Corridor Access Plan. (Districts I, III, IV, V, & VI)

RECOMMENDED ACTION: Adopt the Bonding Resolution and authorize the necessary signatures.



19. Sidewalk Repair Assessment Program.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

20. Correction of Encroachment: Douglas and Hillside Redevelopment District. (District II)

RECOMMENDED ACTION: Approve the transfer and authorize all necessary transfers.

21. Correcting Resolution: Water Distribution System to serve and area along Mead, between 55th Street South and 57th Street South. (District III)

RECOMMENDED ACTION: Adopt the Resolution.

22. Easement across City Owned Property near 13th Street North and the Little Arkansas River in conjunction with the improvement of the Minisa Bridge. (District VI)

RECOMMENDED ACTION: Approve the easement and authorize all necessary signatures.

23. Minutes of Advisory Boards/Commissions, January 8, 2008.

Board of Park Commissioners, November 19, 2007  
District Advisory Board I, November 5, 2007  
District Advisory Board V, December 3, 2007  
Wichita Public Library, November 20, 2007

RECOMMENDED ACTION: Receive and file.

24. Abatement of Dangerous and Unsafe Structures.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

25. Senior Management Expenses for the month of October 2007.

RECOMMENDED ACTION: Receive and file

26. Senior Management Expenses, November 2007.

RECOMMENDED ACTION: Receive and file.



27. City Council Policy regarding City7, the Cox Communication Channel assigned to the City of Wichita.

RECOMMENDED ACTION: Approve the City7 policy and authorize the necessary signatures.

28. 2008 State Legislative Agenda.

RECOMMENDED ACTION: Approve the legislative agenda.

29. Early Intervention System.

RECOMMENDED ACTION: Approve the contract for IAPro and BlueTeam from C.I. Technologies, Inc.

30. Sale of Surplus Property Located to the West of a Residence at 905 North Arapaho. (District V)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contract and authorize the necessary signatures.

31. Budget Adjustment, Stormwater Utility Flood Mapping.  
(Districts I, II, III, IV, and V)

RECOMMENDED ACTION: Approve the budget adjustment and authorize the transfer in a not-to-exceed amount of \$100,000 from the Stormwater Utility Fund.

32. Budget Adjustment-Tort Claims Sub-Fund.

RECOMMENDED ACTION: Approve the Budget Adjustment to transfer \$50,000 to the claims line of the General Liability Tort Sub-Fund from moneys within the Self Insurance Fund.

33. Bonding Ordinance-South Broadway Viaduct, south of 31<sup>st</sup> Street South.  
(District III)

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

33a. Banking Services Resolution.

RECOMMENDED ACTION: Adopt the resolution updating authorization and providing H. E. Flentje and Kelly Carpenter authority to execute banking documents on behalf of the City of Wichita.



34. Second Reading Ordinances: (First Read December 18, 2007)

- a. ZON2007-46 – Zone change from “NR” Neighborhood Retail to “LC” Limited Commercial subject to Protective Overlay #200. Generally located on the east side of Maize Road, north of Maize Road Court. (District V)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

- b. ZON2007-00051 – Zone change from “SF-5” Single-Family Residential to “LI” Limited Industrial. Generally located ½ mile south of the intersection of South Hoover and West Harry. (District IV)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section v-c, as adopted by section 28.04.010, as amended.

- c. ZON2007-00052 – Zone change from “SF-5” Single-Family Residential to “LI” Limited Industrial. Generally located southeast of the intersection of Street West Street and West 42nd Street South. (District IV)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning code, section v-c, as adopted by section 28.04.010, as amended.

- d. ZON2007-53 - City zone change from "TF-3" Two-family Residential to "GO" General Office. Generally located 1/5 mile north of Harry on the west side of Bluffview Drive. (District III)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning code, section v-c, as adopted by section 28.04.010, as amended.

- e. Acquisition of 13510 West Central for the Improvement of the Central/135th Street West Intersection. (District V)

An ordinance amending Ordinance No. 46-171 of the City of Wichita, Kansas declaring Central Avenue, between 135th St. West and 119th St. West (472-84017) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

RECOMMENDED ACTION: Adopt the Ordinances.



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UNFINISHED BUSINESS

35. Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address:

1317 North Ash

Council District:

I

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) any pending special assessments are paid within thirty (30) days; (2) the structure is maintained secure as of January 8, 2008 and is kept secured during renovation; and (3) the premise kept clean and free of debris as of January 8, 2008, and will be so maintained during renovation.

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NEW BUSINESS

(9:30 a.m. or soon thereafter)

36. Repair or Removal of Dangerous and Unsafe Structures. (District I)

On November 27, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the property below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or as soon thereafter, on January 8, 2008.

Property Address:

a. 713 North Minneapolis

Council District:

I

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of January 8, 2008; (2) the structure has been secured as of January 8, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of January 8, 2008, and will be so maintained during renovation.



37. Ordinance Changes to the City of Wichita Mechanical Code (Title 22), adopting the 2006 International Mechanical Code and the 2006 International Fuel Gas Code, with local amendments.

In December 2007, the Mechanical Board voted unanimously to recommend that the City Council adopt the 2006 IMC and IFGC, with local amendments (as presented to the board on December 20, 2007).

RECOMMENDED ACTION: Approve first reading of the ordinances amending Title 22.04 and creating Title 22.05 of the Code of the City of Wichita, both pertaining to the Air Conditioning, Refrigeration and Warm Air Heating Code (Mechanical Code) of the City of Wichita.

38. Public Hearing and Issuance of Industrial Revenue Bonds, American Baptist Estates. (District IV)

On November 6, 2007, the City Council approved the issuance of a letter of intent for a new IRB issue, in the amount not to exceed \$3,155,000, to finance another expansion. American Baptist Estates is requesting the issuance of the IRBs at this time.

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not to exceed \$3,155,000, and authorize the necessary signatures.

39. Amendment of Redevelopment Plan - Douglas and Hillside Redevelopment District. (District II)

A resolution adopted by the City Council on December 18, 2007 set January 8, 2008 as the date for a public hearing to consider the proposed amendments.

RECOMMENDED ACTION: Close the public hearing, approve the first reading of the ordinance approving the First Amendment to the Douglas and Hillside Redevelopment District Project Plan, and approve first reading of the amended bonding ordinance.

40. Issuance of Special Obligation Tax Increment Financing Bonds, Broadway Plaza Home Depot Project. (District IV)

The Developer has requested the issuance of the TIF bonds at this time in the amount not-to-exceed \$2,450,000.

RECOMMENDED ACTION: Place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Special Obligation Tax Increment Financing Bonds in an amount not to exceed \$2,450,000 and authorize the necessary signatures.



(10:30 a.m. or soon thereafter)

41. General Obligation Bond and Note Sale.

The City is offering for sale two series of general obligation temporary notes totaling \$85,895,000 (Series 222 and 223) and two series of general obligation bonds (Series 792 and 792A) in an amount not to exceed \$15,250,000 for the purpose of providing permanent financing for capital improvement projects of the City.

RECOMMENDED ACTION: Direct the opening and reading of the bids; award the sale of the Bonds and Temporary Notes; and find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction, adopt the Bond and Note Ordinances and Resolutions and authorize the publication of the Bond and Note Ordinances.

42. Petition to pave Pueblo and Mariposa, between Ridge and Sierra, and Sierra, between Mariposa and Kellogg. (District V)

The signatures on the Petition represent 7 of 25 (28%) resident owners and 51% of the improvement district area. District V Advisory Board sponsored a December 3, 2007, neighborhood hearing on the project. The Board voted 8-2 to recommend approval of the project.

RECOMMENDED ACTION: Approve the Petition, adopt the Resolution and authorize the necessary signatures.

43. Petition to pave Evergreen, from Evergreen Court to Second Street. (District V)

The signatures on the Petition represent 27 of 54 (50%) resident owners and 51% of the improvement district area. District V Advisory sponsored a December 3, 2007, neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

RECOMMENDED ACTION: Approve the Petition, adopt the Resolution and authorize the necessary signatures.

**(Item 44)**

44. Exchange Place Redevelopment Project. (District VI)

**(PULLED PER COUNCIL)**



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PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

\* Consent Items

45. \*ZON2005-47 – Extension of time to complete the platting requirement for a zone change from “SF-20” Single-Family Residential to “LC” Limited Commercial. Generally located west of Hoover Road and south of 45th Street North. (District VI)

RECOMMENDED ACTION: Approve extended platting deadline of  
December 21, 2008.

46. \*CUP2005-63 (DP-291) and ZON2005-49 – Extension of time to complete the platting requirement for the Cedar Creek Marketplace Commercial Community Unit Plan and a zone change from “SF-5” Single-Family Residential to “LC” Limited Commercial. Generally located east of Greenwich Road and south of K-96. (District II)

RECOMMENDED ACTION: Approve extension of platting deadline to  
August 7, 2008.

47. \*ZON2007-00055 – Zone change from “SF-5” Single-Family Residential to “GC” General Commercial. Generally located on the east side of Ridge Road approximately 300 feet south of West Taft Avenue 544 and 560 South Ridge Road. (District V)

RECOMMENDED ACTION: 1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; OR 2. Return the application to the MAPC for reconsideration.

48. \*ZON2007-57 - City Zone change from “MF-29” Multi-Family to “LC” Limited Commercial. Generally located southeast of the intersection of Meridian and Merton, 1702 South Meridian Avenue. (District IV)

RECOMMENDED ACTION: 1. Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change; OR 2. Return the application to the MAPC for reconsideration



**(ITEM 49)**

49. \*CUP2007-61 Associated with ZON2007-54– Create DP- Mike Steven Motors Community Unit Plan; zone change to “LC” Limited Commercial. Generally located between Kellogg Drive, Gouverneur Road, and Calhoun Drive. (District II)

**(PULLED PER COUNCIL MEMBER SCHLAPP)**

50. \*SUB 2006-18-Plat of Westport Third Addition located west of Tyler Road and on the north side of Kellogg. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions, and approve first reading of the Ordinance.

51. \*SUB 2007-12-The Moorings 10th Addition located south of 53rd Street North and west of Meridian Avenue. (District VI)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

52. \*SUB 2007-44-Plat of Skyway West Addition located on the southwest corner of Maize Road and 31st Street South. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution, and approve first reading of the Ordinance.

53. \*VAC2007-00029 Request to vacate a portion of platted complete access control. Generally located on the west side of Greenwich Road between 26th Street and K-96. (District II)

RECOMMENDED ACTION: Approve the Vacation Order, and authorize the necessary signatures.

54. \*VAC2007-00034 Request to vacate a portion of a platted setback. Generally located south of Kellogg Street and east of Edgemoor Avenue. (District III)

RECOMMENDED ACTION: Approve the Vacation Order, and authorize the necessary signatures



55. \*VAC2007-00036 Request to vacate a portion of platted street right-of-way. Generally located north of Pawnee Avenue and west of Meridian Avenue. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order, and authorize the necessary signatures.

56. \*DED 2007-33-Dedication of a Drainage Easement located on the west side of 119th Street West and south of Maple. (District V)

RECOMMENDED ACTION: Accept the Dedication.

57. \*DED 2007-34 and DED 2007-35-Dedications of Sidewalk Easements and DED 2007-36-Dedication of Access Control located on the southwest corner of 29th Street North and Webb Road. (District II)

RECOMMENDED ACTION: Accept the Dedications.

58. \*A08-01R-Request by Kurt Bachman and Brad Bachman, of CBB Northlakes, LLC, to annex land generally located southwest of the intersection of 53rd Street North and Meridian Avenue. (District VI)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

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#### AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

\*Consent items

59. \*Budget Transfer - Mid-Continent Operating Budget.

RECOMMENDED ACTION: Approve the budget transfer.

60. \*North Shuttle Parking Lot - Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.



61. \*Assignment and Assumption Agreements, E&J Rental d/b/a Dollar Rent A Car and Flacks Enterprises d/b/a Thrifty Car Rental.

RECOMMENDED ACTION: Approve the Assignment and Assumption Agreements, and authorize the necessary signatures.

62. \*Hangar 16 Rehabilitation, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize necessary signatures.

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CITY COUNCIL

63. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

64. Resolution in Support of the Aviation Industry, (Requested by Mayor Brewer).

RECOMMENDED ACTION: Adopt the Resolution.

65. Travel Approval for Council Members Gray, Schlapp, Skelton, and Williams, January 24-25, 2008, LKM City Hall Day, Topeka, Kansas.

RECOMMENDED ACTION: Approve the expenditures.

Adjournment

\*\*\*Workshop to follow\*\*\*



**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL JANUARY 8, 2008**

- a. 13th & Broadway Intersection Improvements (KDOT) (87N-0245-01/472-84178/706925/620489/636085/205391/667607/779165) See Special Provisions. (District VI) - \$2,720,500.00
- b. 17th Street North Drainage Improvements - Phase 2, Broadway to I-135 (north of 13th Street North, east of Broadway) (472-84392a/706953/206419) 17th Street closed during construction. (District VI) - \$902,600.00
- c. Water Distribution System to serve Waterfront Residential Addition (north of 13th Street North, west of Greenwich) (448-90329/735394/470067) Does not affect existing traffic. (District II) - \$297,000.00
- d. Fawnwood from the north line of Lot 11, Block A, north to the south line of Valley Hi Road; Hayden from the east line of Fawnwood, east and north to the south line of Valley Hi Road; Valley Hi Road from the east line of the plat, west to the west line of Lot 31, Block G; McCormick Circle (Lots 12 through 20, Block A) from the west line of Fawnwood, west to and including the cul-de-sac; McCormick Circle (Lots 4 through 20, Block E) from the east line of Fawnwood, east to and including the cul-de-sac; Valley Hi Court (Lots 18 through 28, Block G) from the north line of Valley Hi Road, north to and including the cul-de-sac; Valley Hi Court (Lots 4 through 17, Block G) from the north line of Valley Hi Road, north and east to and including the cul-de-sac; Sidewalk on Fawnwood, Hayden and Valley Hi Road to serve Auburn Hills 16th Addition (south of Maple, west of 135th Street West) (472-84292/766172/490190) Does not affect existing traffic. (District V) - \$833,000.00
- e. Lateral 3, Main 5 Cowskin Interceptor Sewer to serve Harvest Ridge Addition (north of MacArthur, west of Maize) (468-83661/744258/480947) Does not affect existing traffic. (District V) - \$182,000.00
- f. The cost of Central Avenue, between 135th Street West and 119th Street West. (472 84017/706898/204-364) (District V). – Total Estimated Cost \$387,000.00



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to Renovate Building Facade at 571-577 W. Douglas (south of Douglas, west of McLean) (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the new Petition.

**Background:** On July 24, 2007, the City Council approved a Facade Improvement Petition for a building on the south side of Douglas, near Sycamore. After the work began a number of items related primarily to ADA and OSHA requirements were identified that were not foreseen at the time the Petition budget was developed. In addition, the condition of the brick exterior was worse than expected. The building owner has submitted a new Petition with an increased budget. The signature on the Petition represents 100% of the improvement district.

**Analysis:** The existing building is a two story commercial building. The facade project will repair the masonry exterior and replace windows and doors.

**Financial Considerations:** The existing project budget is \$119,250, with \$99,250 paid by special assessments and \$20,000 as a forgivable loan. The revised project budget is \$161,000 with \$141,000 paid by Special Assessments and \$20,000 as a forgivable loan.

**Goal Impact:** This project addresses the Dynamic Core Area goal by facilitating improvements to a privately owned building in the Delano area.

**Legal Considerations:** State Statutes provide the City Council authority to use special assessment funding for the project.

**Recommendation/Action:** It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Maps, CIP sheet, Petition, Resolution



First Published in the Wichita Eagle on

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING DESIGN AND CONSTRUCTION OF **FACADE IMPROVEMENTS AT 571-577 WEST DOUGLAS (SOUTH OF DOUGLAS, WEST OF MCLEAN) 472-84574** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING DESIGN AND CONSTRUCTION OF **FACADE IMPROVEMENTS AT 571-577 WEST DOUGLAS (SOUTH OF DOUGLAS, WEST OF MCLEAN) 472-84574** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-432** adopted on **July 24, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize design and construction of **facade improvements at 571-577 West Douglas (south of Douglas, west of McLean) 472-84574**.

Said improvement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **One Hundred Sixty-One Thousand Dollars (\$161,000)** exclusive of the cost of interest on borrowed money, with **\$141,000** payable by the improvement district and **\$20,000** payable by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2007** exclusive of the costs of temporary financing.



SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**WEST WICHITA ADDITION**

Lots 102-104-106-108 and the west 16 feet 10 inches of Lot 110 and surplus adjacent to Chicago now Douglas.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)











- RESTORE MASONRY FACADE.
- REMOVE ALL SIGNAGE; PATCH HOLES
- POWER WASH TO SOLID SUBSTRATE
- REMOVE LOOSE MORTAR AND TUCK-POINT WITH MATCHING MORTAR
- AT JOINT FAILURE REMOVE MORTAR TO 1/2 DEPTH OF FACE MASONRY AND RE-GROUT TO MATCH, TYP.
- RAKE OUT EXISTING CAULKING, PROVIDE BACKER ROD AND ONE-PART POLYURETHANE SEALANT IN PARAPET CAP AND WINDOW SILLS
- STRUCTURALLY LOOSE COMPONENTS (E.G. PARAPET CAP, ETC.) TO BE REMOVED AND RESET IN NEW MORTAR, TYP.

- REPLACE ENTRANCE DOOR FRAME AND TRANSOM PANEL WITH WOOD
- CLEAN AND REUSE EXISTING GLASS

- 30/20-860 ALL ALUMINUM OUTDOOR GOOSENECK BRACKET LIGHTING FIXTURES BY LOVE IT LIGHTING ([www.loveitlighting.com](http://www.loveitlighting.com)), TYP.
- HEAD: 20" RADIAL WAVE SHADE
- ARM: ANGLE ARM WALL BRACKET. EXTENDING 22", HEIGHT 18"
- CAST CANOPY FOR 4" (RECESSED) OCTAGONAL BOX
- O.A.D. HEIGHT 25", EXTENSION 32"
- OPTIONAL WIRE BASKET LAMP PROTECTOR
- 50W ENVELOPED COMPACT FLUORESCENT LAMP
- FEED POWER FROM EXPOSED J-BOXES AND RACEWAYS ON BUILDING INTERIOR

- NEW EFCO SERIES 2700 - 2" HEAVY COMMERCIAL PROJECTED WINDOWS, TYP.
- OUTSWING CASEMENTS, TYP.
- FIXED ELSEWHERE, TYP.
- BLACK ANODIZED FINISH
- MATCHING BRAKE METAL PERIMETER TRIM AND CENTER MULLION COVER



- RESTORE REMAINING STOREFRONT ELEMENTS TO NEAR ORIGINAL CONDITION.
- REPLACE DECAYED, OR DAMAGED ELEMENTS WITH LIKE KIND, UNLESS THEY CAN BE RESTORED IN PLACE
- REMOVE ALL LOOSE FINISHES TO SOLID SUBSTRATES
- RECAULK ALL ELEMENTS
- PRIME AND 2-COATS SATIN ACRYLIC ENAMEL PAINT FINISH
- CLEAN AND SECURE ALL GLASS ELEMENTS IN ALUMINUM FRAMES, RESEAL AS NEEDED AND REPAINT FRAMES

- BUILDING SUITE ADDRESS NUMERALS.
- 4" HIGH (UNDER LIGHT TRANSOMS), 1
- 3" HIGH (OVER DOORS), TYP.

- CUSTOM WOOD EXTERIOR DOORS - EQ SIMPSON F-37 STYLE.
- 1-3/4" SOLID RED OAK
- NOMINAL 2'-10" & 3'-0" x 6'-8" T
- NOMINAL 3'-0" x 7'-0"
- EXISTING OPENINGS
- 6-1/2" TOP RAIL, 16-1/2" BOTTOM
- 5-1/2" STYLES
- 1/4" TSG
- STAINED W/CLEAR POLYURETHANE FIN

Front (North)

## BUILDING ELEVATIONS

0 5 10 20  
SCALE 1/8"=1'-0"



# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

### CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/18/2007	4. Project Description & Location Facade improvement at 571-577 W Douglas
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date		
As Required	11. Project Revised		

12. Project Cost Estimate					12A.	
ITEM	GO	SA	OTHER *	TOTAL	Yes	No
Right of Way						
Paving, grading & const.						
Bridge & Culverts					X	
Drainage						
Sanitary Sewer						
Sidewalk						
Water						
Facade	\$20,000	\$141,000		\$161,000		
Totals	\$20,000	\$141,000		\$161,000		
Total CIP Amount Budgeted						
Total Prelim. Estimate						

13. Recommendation: Approve the petition and adopt the resolution

Remarks: 100% Petition

472-84574

Division Head 	Department Head 	Budget Officer Date 12/20/07	City Manager Date
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RECEIVED

DEC 20 2007

**FACADE IMPROVEMENT PETITION**

CITY CLERK OFFICE

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 102-104-106-108 and the west 16 feet 10 inches of Lot 110 and surplus adjacent to Chicago  
now Douglas, West Wichita Addition

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- 472-84574
- (a) That there be designed and reconstructed, in a target area consisting of properties in the Facade Improvement Areas, facades that will enable historically or architecturally significant buildings to be preserved and eliminate exterior code deficiencies.
  - (b) That the estimated and probable cost of the foregoing improvement being \$161,000, exclusive of the cost of interest on borrowed money, with \$141,000 payable by the improvement district and \$20,000 payable by the City at Large. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after July 1, 2007.
  - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.



- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
IMPROVEMENT DISTRICT	<i>Philip J. Wood</i>	<i>December 3, 2007.</i>

Lots 102-104-106-108 and  
the west 16 feet 10 inches  
of Lot 10 and surplus adjacent to  
Chicago now Douglas  
West Wichita Addition

Delano Project, LLC



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

B:11 Morris  
Name  
B:11 MORRIS

PLW-ENG  
Address

4548  
Telephone Number

Sworn to and subscribed before me this 21 day of December  
2007.



Karen Sublett, Deputy  
for: Karen Sublett, City Clerk



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to construct Paving and Water Improvements for Waterfront Residential, Waterfront 6<sup>th</sup> and Greenwich Office Park Additions (north of 13<sup>th</sup>, west of Greenwich) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Petition.

**Background:** The petitions have been signed by six owners representing 100% of the improvement districts.

**Analysis:** The projects will provide paving and water improvements for a new residential and office park development located north of 13<sup>th</sup>, west of Greenwich.

**Financial Considerations:** The petitions total \$736,000. The funding source is special assessments except for the water project which includes \$61,000 for over sizing the pipe to serve future development outside the improvement district.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing public improvements required for a new development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Petition and Resolution.



132019

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **BERKLEY SQUARE PARKWAY**, FROM THE WEST LINE OF LOT 1, BLOCK 1, TO THE EAST LINE OF LOT 3, BLOCK 1 (NORTH OF 13TH, EAST OF WEBB) 472-84644 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **BERKLEY SQUARE PARKWAY**, FROM THE WEST LINE OF LOT 1, BLOCK 1, TO THE EAST LINE OF LOT 3, BLOCK 1 (NORTH OF 13TH, EAST OF WEBB) 472-84644 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **Berkley Square Parkway**, from the west line of Lot 1, Block 1, to the east line of Lot 3, Block 1 (north of 13th, east of Webb) 472-84644.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Three Hundred Two Thousand Dollars (\$302,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2007** exclusive of the costs of temporary financing.



SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**GREENWICH OFFICE PARK ADDITION**

Lots 1 through 3, Block 1

**UNPLATTED TRACT**

A tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Quarter Section; thence along the south line of said Quarter on a Kansas coordinate system of 1983 south zone grid bearing of N88°53'46"E, 1322.18 feet to the southwest corner of said Southeast Quarter of said Southeast Quarter, said point being the POINT OF BEGINNING; thence along the west line of said Southeast Quarter of said Southeast Quarter N00°54'24"W, 592.90 feet to the north line of the south 18 acres of said Southeast Quarter of said Southeast Quarter; thence continuing along said west line N00°54'24"W, 112.11 feet to a point lying 705.00 feet north of said south line; thence parallel with said south line N88°53'46"E, 15.00 feet; thence parallel with and 15.00 feet east of said west line N00°54'24"W, 625.59 feet to the north line of said Southeast Quarter of said Southeast Quarter; thence along said north line N88°54'23"E, 1249.35 feet to a point lying 60.00 feet west of the east line of said Southeast Quarter; thence parallel with and 60.00 feet west of said east line S00°48'07"E, 737.48 feet to said north line of said south 18 acres; thence continuing S00°48'07"E, 242.58 feet; thence S07°43'43"W, 54.56 feet to the northeast most corner of said Lot 1, Block 1, Home Bank & Trust Company Addition; thence along the north line of said Lot 1, S88°52'07"W, 222.39 feet to the northwest corner of said Lot 1; thence along the west line of said Lot 1, S00°54'24"E, 227.30 feet to the Southwest corner of said Lot 1; thence along the south line of said Lot 2 for the next two courses; thence S80°24'18"W, 60.97 feet; thence S88°53'46"W, 236.92 feet to the Southwest corner of said Lot 2; thence S00°54'46"E, 60.00 feet to the south line of said Southeast Quarter; thence along said south line S88°53'46"W, 734.79 feet to the POINT OF BEGINNING. Said tract of land being subject to road right-of-way on the east and south. Said tract CONTAINS: 1,584,642 square feet or 36.38 acres of land, more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 3160/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 1060/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 2880/10,000 of the total cost payable by the



improvement district. THE UNPLATTED TRACT shall pay 2900/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2007.

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CARL BREWER, MAYOR

ATTEST:



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KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **LEFT TURN LANE ON 13TH STREET FOR EASTBOUND TRAFFIC INTO VERANDA (NORTH OF 13TH, EAST OF WEBB) 472-84645** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **LEFT TURN LANE ON 13TH STREET FOR EASTBOUND TRAFFIC INTO VERANDA (NORTH OF 13TH, EAST OF WEBB) 472-84645** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a **left turn lane on 13th Street for eastbound traffic into Veranda (north of 13th, east of Webb) 472-84645.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Fifty-Four Thousand Dollars (\$154,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007** exclusive of the costs of temporary financing.



SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**WATERFRONT RESIDENTIAL ADDITION**

Lots 1 through 64, Block 1

Lots 1 through 4, Block 2

Lots 1 through 5, Block 3

**GREENWICH OFFICE PARK ADDITION**

Lots 1 through 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5 Block 3; WATERFRONT RESIDENTIAL ADDITION shall each pay 46/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 1813/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 618/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 4211/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof,



considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90342 (NORTH OF 13TH, WEST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90342 (NORTH OF 13TH, WEST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-560** adopted on **October 16, 2007** and Resolution **No. 07-640** adopted on **November 11, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90342 (north of 13th, west Greenwich)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Sixty-Five Thousand Dollars (\$165,000)** and **One Hundred Fifteen Thousand Hundred Dollars (\$115,000)** for the Utility Relocation portion of the project or **Two Hundred Eighty Thousand Dollars (\$280,000)** exclusive of the cost of interest on borrowed money, with **63** percent of the cost of the water main portion of the project payable by the improvement district, **37** percent payable by the Wichita Water Utility. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.



SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**WATERFRONT RESIDENTIAL ADDITION**

Lots 1 through 64, Block 1

Lots 1 through 4, Block 2

Lots 1 through 5, Block 3

**WATERFRONT 6TH ADDITION**

Lot 4, Block 1

**GREENWICH OFFICE PARK ADDITION**

Lots 1 through 3, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

**WATERLINE:**

Lots 1 through 9, Block 1; WATERFRONT RESIDENTIAL ADDITION, shall each pay 42/10,000 of the total cost payable by the improvement district. Lots 10 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; WATERFRONT RESIDENTIAL ADDITION, shall each pay 43/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; WATERFRONT 6TH ADDITION, shall pay 1940/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; GREENWICH OFFICE PARK ADDITION, shall pay 1346/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; GREENWICH OFFICE PARK ADDITION, shall pay 458/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; GREENWICH OFFICE PARK ADDITION, shall pay 3126/10,000 of the total cost payable by the improvement district.

**UTILITY RELOCATION:**

Lots 1 through 43, Block 1; WATERFRONT RESIDENTIAL ADDITION, shall each pay 50/10,000 of the total cost payable by the improvement district. Lots 44 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; WATERFRONT RESIDENTIAL ADDITION, shall each pay 51/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; WATERFRONT 6TH ADDITION, shall pay 6320/10,000 of the total cost payable by the improvement district.



In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK  
(SEAL)



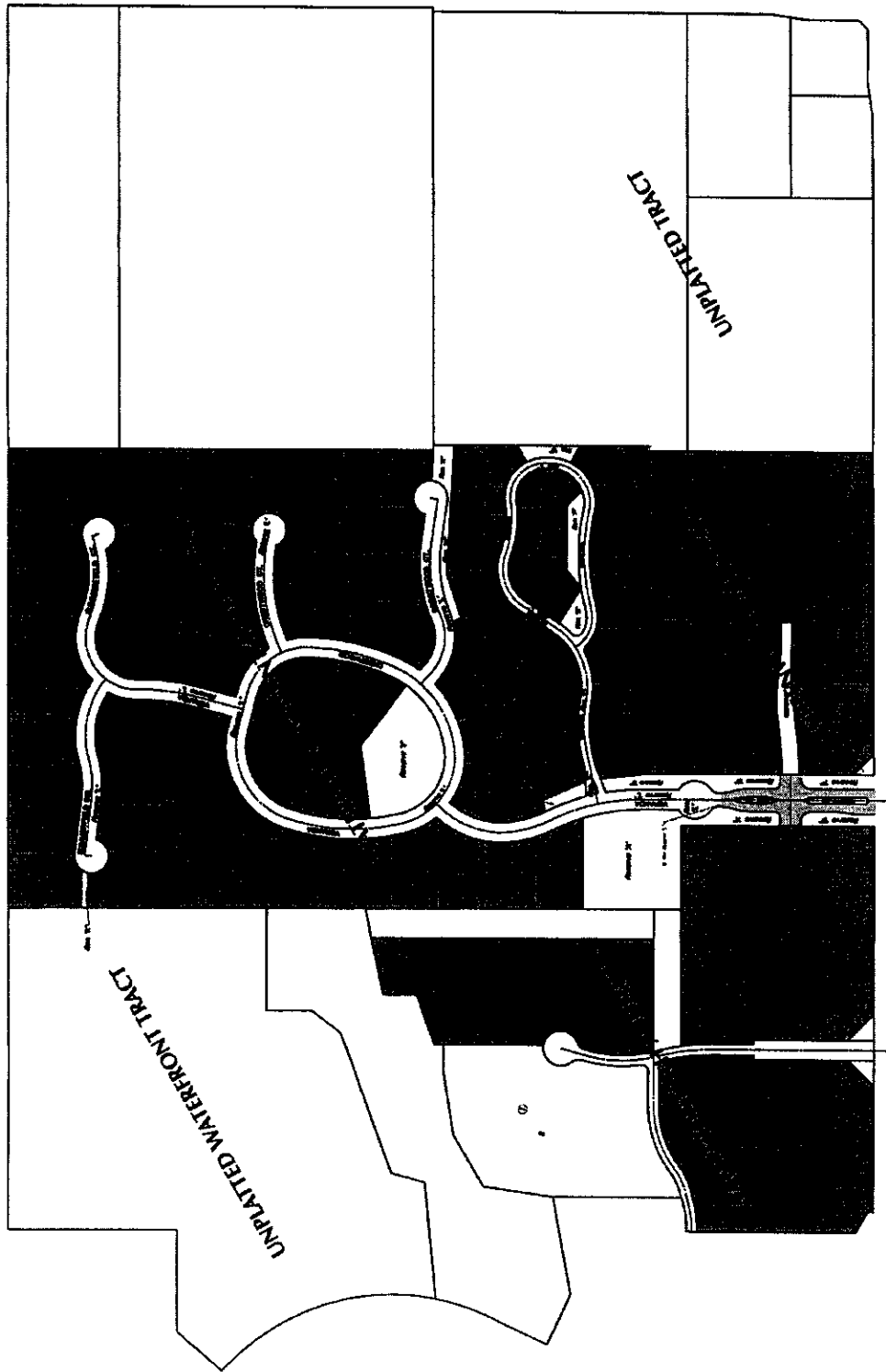


**Entry Parking**  
020100 00716

DSS August 2007  
CHECKED BY: DATE



**MKEC**  
ENGINEERING  
CONSULTANTS  
415 N. 78th St.  
Wichita, KS 67204  
314-694-9000





CAPITAL IMPROVEMENT									
PROJECT AUTHORIZATION									
CITY OF WICHITA									
USE: 1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.									
To Initiate Project <input checked="" type="checkbox"/> X To Revise Project <input type="checkbox"/>									
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/18/2007	4. Project Description & Location Berkley Square Parkway paving in Greenwich Office Park Addition						
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date						
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised						
As Required	As Required								
12. Project Cost Estimate									
ITEM	GO	SA	OTHER *	TOTAL					
Right of Way									
Paving, grading & const.		\$302,000		\$302,000					
Bridge & Culverts									
Drainage									
Sanitary Sewer									
Sidewalk									
Water									
Traffic Signals									
Totals		\$302,000		\$302,000					
Total CIP Amount Budgeted									
Total Prelim. Estimate									
13. Recommendation: Approve the petition and adopt the resolution									
12A.									
Platting Required Lot Split Petition Ordered by WCC									
Yes No									
Remarks: 100% Petition 472-84644									
Division Head <i>Jim Renner</i> Department Head <i>Carl M. G.</i> Budget Officer <i>Patricia Huf</i> City Manager Date <i>12/20/07</i> Date									



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate



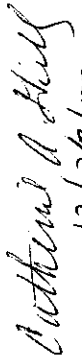
2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/18/2007	4. Project Description & Location Construct Left Turn for Waterfront Residential and Greenwich Office Park Additions	
5. CIP Project Number NL-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required	As Required			
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.		\$154,000		\$154,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		\$154,000		\$154,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the petition and adopt the resolution				
Division Head 	Department Head 	Budget Officer 	City Manager	Date 12/20/07



CAPITAL IMPROVEMENT									
PROJECT AUTHORIZATION									
CITY OF WICHITA									
USE: 1. Prepare in triplicate 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.									
To Initiate Project To Revise Project									
X									
1. Initiating Department Public Works									
2. Initiating Division Eng									
3. Date 12/18/2007									
4. Project Description & Location Water Distribution System for Waterfront and Greenwich Office Park Additions									
5. CIP Project Number NI-200424									
6. Accounting Number									
7. CIP Project Date (Year) 2007									
8. Approved by WCC Date									
9. Estimated Start Date									
10. Estimated Completion Date									
11. Project Revised									
As Required									
12. Project Cost Estimate									
12A.									
ITEM									
GO									
SA									
OTHER *									
TOTAL									
Right of Way									
Paving, grading & const.									
Bridge & Culverts									
Drainage									
Sanitary Sewer									
Sidewalk									
Water									
Other									
Totals									
Total CIP Amount Budgeted									
Total Prelim. Estimate									
13. Recommendation: Approve the Petition and adopt the Resolution									
Remarks: 100% Petition * Water Utility 448-90342									
Platting Required Lot Split Petition Ordered by WCC									
Yes X X									
No									
Division Head Jan Jensen									
Department Head C. J. M. Co.									
Budget Officer Anthony Beckley									
City Manager									
Date 12/20/07									



DEC 11 2007

**PAVING PETITION**  
**Phase 1**

CITY CLERK OFFICE

To the Mayor and City Council  
 Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

*North of  
 13th, East of  
 Webb*

**GREENWICH OFFICE PARK ADDITION**

Lots 1 through 3, Block 1;

**UNPLATTED TRACT**

A tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Quarter Section; thence along the south line of said Quarter on a Kansas coordinate system of 1983 south zone grid bearing of N88°53'46"E, 1322.18 feet to the southwest corner of said Southeast Quarter of said Southeast Quarter, said point being the POINT OF BEGINNING; thence along the west line of said Southeast Quarter of said Southeast Quarter N00°54'24"W, 592.90 feet to the north line of the south 18 acres of said Southeast Quarter of said Southeast Quarter; thence continuing along said west line N00°54'24"W, 112.11 feet to a point lying 705.00 feet north of said south line; thence parallel with said south line N88°53'46"E, 15.00 feet; thence parallel with and 15.00 feet east of said west line N00°54'24"W, 625.59 feet to the north line of said Southeast Quarter of said Southeast Quarter; thence along said north line N88°54'23"E, 1249.35 feet to a point lying 60.00 feet west of the east line of said Southeast Quarter; thence parallel with and 60.00 feet west of said east line S00°48'07"E, 737.48 feet to said north line of said south 18 acres; thence continuing S00°48'07"E, 242.58 feet; thence S07°43'43"W, 54.56 feet to the northeast most corner of said Lot 1, Block 1, Home Bank & Trust Company Addition; thence along the north line of said Lot 1, S88°52'07"W, 222.39 feet to the northwest corner of said Lot 1; thence along the west line of said Lot 1, S00°54'24"E, 227.30 feet to the Southwest corner of said Lot 1; thence along the south line of said Lot 2 for the next two courses; thence S80°24'18"W, 60.97 feet; thence S88°53'46"W, 236.92 feet to the Southwest corner of said Lot 2; thence S00°54'46"E, 60.00 feet to the south line of said Southeast Quarter; thence along said south line S88°53'46"W, 734.79 feet to the POINT OF BEGINNING. Said tract of land being subject to road right-of-way on the east and south. Said tract CONTAINS: 1,584,642 square feet or 36.38 acres of land, more or less.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed within the area described above, pavement on Berkley Square Parkway, from the west line of Lot 1, Block 1, to the east line of Lot 3, Block 1. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

*472-84644*

Greenwich Office Park Addition – Paving Phase 1 Petition  
 GJA/cw 07063

Page 1



- (b) That the estimated and probable cost of the foregoing improvement is Three Hundred Two Thousand Dollars (\$302,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lot 1, Block 1; Greenwich Office Park Addition shall pay 3160/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 1060/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 2880/10,000 of the total cost payable by the improvement district. The Unplatted Tract shall pay 2900/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.



Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

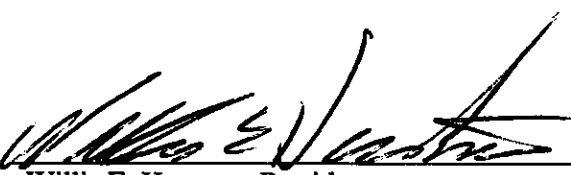
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>GREENWICH OFFICE PARK ADDITION</u></b> HARTMAN OIL CO., INC. Lot 1, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	By:  Willis E. Hartman, President	

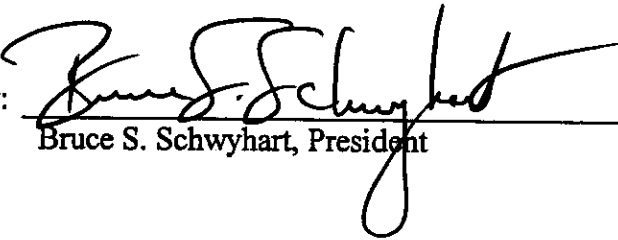


WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**GREENWICH OFFICE PARK ADDITION**    **CORNERBANK, N.A.**

Lot 2, Block 1; Greenwich Office Park Addition,  
an addition to Wichita, Sedgwick County,  
Kansas.

By:   
Bruce S. Schwyhart, President



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>GREENWICH OFFICE PARK ADDITION</b> Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>  By: _____ Laham Development Co., LLC George E. Laham, II, Manager	



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**UNPLATTED TRACT**

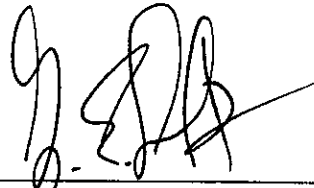
A tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract of land being described as follows:

COMMENCING at the southwest corner of said Quarter Section; thence along the south line of said Quarter on a Kansas coordinate system of 1983 south zone grid bearing of N88°53'46"E, 1322.18 feet to the southwest corner of said Southeast Quarter of said Southeast Quarter, said point being the POINT OF BEGINNING; thence along the west line of said Southeast Quarter of said Southeast Quarter N00°54'24"W, 592.90 feet to the north line of the south 18 acres of said Southeast Quarter of said Southeast Quarter; thence continuing along said west line N00°54'24"W, 112.11 feet to a point lying 705.00 feet north of said south line; thence parallel with said south line N88°53'46"E, 15.00 feet; thence parallel with and 15.00 feet east of said west line N00°54'24"W, 625.59 feet to the north line of said Southeast Quarter of said Southeast Quarter; thence along said north line N88°54'23"E, 1249.35 feet to a point lying 60.00 feet west of the east line of said Southeast Quarter; thence parallel with and 60.00 feet west of said east line S00°48'07"E, 737.48 feet to said north line of said south 18 acres; thence continuing S00°48'07"E, 242.58 feet; thence S07°43'43"W, 54.56 feet to the northeast most corner of said Lot 1, Block 1, Home Bank & Trust Company Addition; thence along the north line of said Lot 1, S88°52'07"W, 222.39 feet to the northwest corner of said Lot 1; thence along the west line of said Lot 1, S00°54'24"E, 227.30 feet to the Southwest corner of said Lot 1; thence along the south line of said Lot 2 for the next two courses; thence S80°24'18"W, 60.97 feet; thence S88°53'46"W, 236.92 feet to the Southwest corner of said Lot 2; thence S00°54'46"E, 60.00 feet to the south line of said Southeast Quarter; thence along said south line S88°53'46"W, 734.79 feet to the POINT OF BEGINNING. Said tract of land being subject to road right-of-way on the east and south. Said tract CONTAINS: 1,584,642 square feet or 36.38 acres of land, more or less.

**GREENWICH 13, LLC**

**A Kansas Limited Liability Company**

By:



Laham Development Co., LLC  
George E. Laham, II, Manager



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

Cynthia A. Womack  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 11 day of December 20 07.

James Edwards  
Deputy City Clerk





**PAVING PETITION**  
**LEFT TURN LANE**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**WATERFRONT RESIDENTIAL ADDITION**

Lots 1 through 64, Block 1;  
Lots 1 through 4, Block 2;  
Lots 1 through 5, Block 3;

**GREENWICH OFFICE PARK ADDITION**

Lots 1 through 3, Block 1;

472-04645

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a left turn lane on 13<sup>th</sup> Street for eastbound traffic into Veranda to serve the area described above. That said turn lane be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement is One Hundred Fifty Four Thousand Dollars (\$154,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements



of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; Waterfront Residential Addition shall each pay 46/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 1813/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 618/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 4211/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

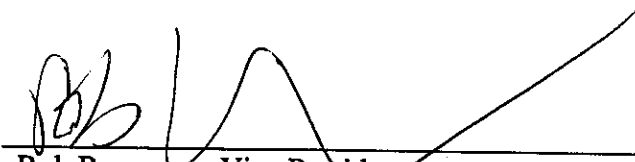
4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.



5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>WATERFRONT RESIDENTIAL ADDITION</u></b> Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	 By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

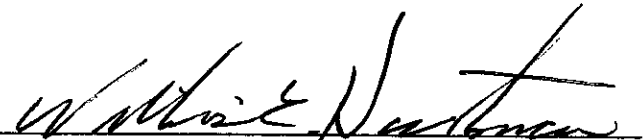


WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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<b><u>GREENWICH OFFICE PARK ADDITION</u></b>	<b>HARTMAN OIL CO., INC.</b>	
--	------------------------------	--

Lot 1, Block 1; Greenwich Office Park Addition,  
an addition to Wichita, Sedgwick County,  
Kansas.

By:   
Willis E. Hartman, President



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

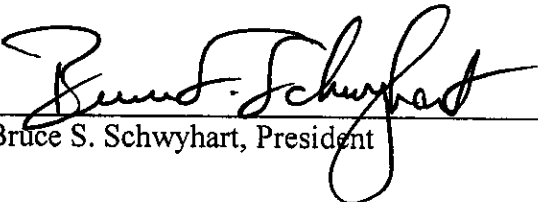
LEGAL DESCRIPTION	SIGNATURE	DATE
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**GREENWICH OFFICE PARK ADDITION**

Lot 2, Block 1; Greenwich Office Park Addition,  
an addition to Wichita, Sedgwick County,  
Kansas.


**CORNERBANK, N.A.**

By:

  
\_\_\_\_\_  
Bruce S. Schwyhart, President



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>GREENWICH OFFICE PARK ADDITION</u></b> Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>  By: _____ Laham Development Co., LLC George E. Laham, II, Manager	



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

*Anthony D. Womack*  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 11 day of December 2007.

*Gene Edwards*  
Deputy City Clerk





RECEIVED

DEC 11 2007

CITY CLERK OFFICE

**WATER MAIN PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**WATERFRONT RESIDENTIAL ADDITION**

Lots 1 through 64, Block 1;  
Lots 1 through 4, Block 2;  
Lots 1 through 5, Block 3;

**WATERFRONT 6<sup>th</sup> ADDITION**

Lot 4, Block 1;

448-90342

**GREENWICH OFFICE PARK ADDITION**

Lots 1 through 3, Block 1;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water main including necessary pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the water main portion of the project is One Hundred Sixty Five Thousand Dollars (\$165,000.00), and One Hundred Fifteen Thousand Dollars (\$115,000.00) for the Utility Relocation portion of the project or Two Hundred Eighty Thousand Dollars (\$280,000.00) exclusive of the cost of interest on borrowed money, with 63 percent of the cost of the water main portion of the project payable by the improvement district; and 37 percent of the cost of the water main portion of the project payable by the City at large; and 100 percent of the cost of the Utility Relocation portion of the project payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Waterfront Residential, Waterfront 6<sup>th</sup> & Greenwich Office Park Additions – Water Main Petition

GJA/cw 06266, 06815 & 07063

Page 1



If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

**WATERLINE:**

Lots 1 through 9, Block 1; Waterfront Residential Addition shall each pay 42/10,000 of the total cost payable by the improvement district. Lots 10 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; Waterfront Residential Addition shall each pay 43/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; Waterfront 6<sup>th</sup> Addition shall pay 1940/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 1346/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 458/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 3126/10,000 of the total cost payable by the improvement district.

**UTILITY RELOCATION:**

Lots 1 through 43, Block 1; Waterfront Residential Addition shall each pay 50/10,000 of the total cost payable by the improvement district. Lots 44 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; Waterfront Residential Addition shall each pay 51/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; Waterfront 6<sup>th</sup> Addition shall pay 6320/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.



2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

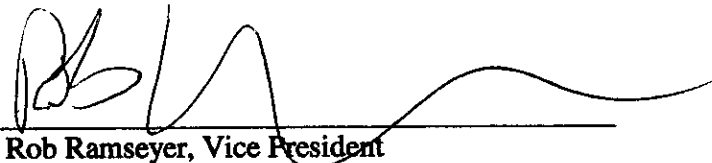
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

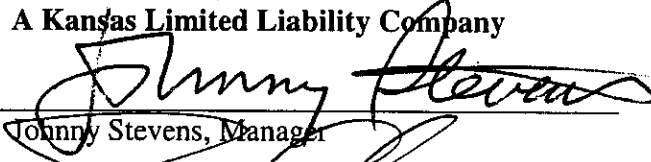
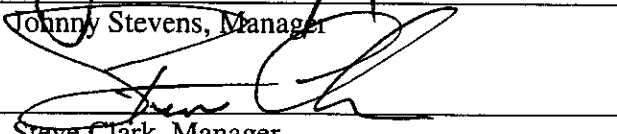


WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>WATERFRONT RESIDENTIAL ADDITION</u></b> Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 5, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>WATERFRONT RESIDENTIAL CO., LLC</b> <b>A Kansas Limited Liability Company</b>   By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

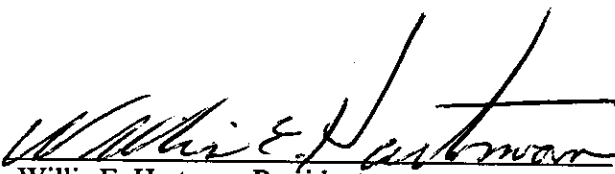


WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>WATERFRONT 6<sup>th</sup> ADDITION</b> Lot 4, Block 1; Waterfront 6 <sup>th</sup> Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>BEECH LAKE INVESTMENT, LLC</b> <b>A Kansas Limited Liability Company;</b> <b>&amp; also</b> <b>The WATERFRONT HOLDING CO., LLC</b> <b>A Kansas Limited Liability Company;</b> <b>&amp; also</b> <b>The WATERFRONT COMMERCIAL PROPERTIES , LLC</b> <b>A Kansas Limited Liability Company</b>	
	By:  Johnny Stevens, Manager	
	By:  Steve Clark, Manager	

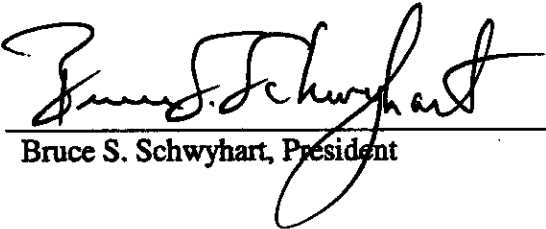


WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>GREENWICH OFFICE PARK ADDITION</u></b> Lot 1, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>HARTMAN OIL CO., INC.</b>  By:  Willis E. Hartman, President	




WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>GREENWICH OFFICE PARK ADDITION</u></b> Lot 2, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>CORNERBANK, N.A.</b>  By:  Bruce S. Schwyhart, President	



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>GREENWICH OFFICE PARK ADDITION</b> Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>  By: _____ Laham Development Co., LLC George E. Laham, II, Manager	



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

Cynthia A. Wonnack  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 11 day of December 2007.

Ann Edwards  
Deputy City Clerk





**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Petitions to construct Sanitary Sewer and Drainage Improvements for Lot 23,  
Block 1, Fox Pointe Addition (west of Webb, south of 29th St. North)  
(District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Petitions.

**Background:** The Petitions have been signed by two owners representing 100% of the improvement districts.

**Analysis:** The projects will provide sanitary sewer and drainage improvements for a new commercial development located west of Webb, south of 29th St. North.

**Financial Considerations:** The Petitions total \$44,000. The funding source is special assessments.

**Goal Impact:** These projects address the Efficient Infrastructure goal by providing public improvements required for new development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the Petitions, adopt the Resolutions and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Petition, and Resolution



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 89, MAIN 22, WAR INDUSTRIES SEWER (SOUTHWEST CORNER OF 29TH STREET, NORTH OF WEBB) 468-84473** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 89, MAIN 22, WAR INDUSTRIES SEWER (SOUTHWEST CORNER OF 29TH STREET, NORTH OF WEBB) 468-84473** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 89, Main 22, War Industries Sewer (southwest corner of 29th Street, north of Webb) 468-84473**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty-Two Thousand Dollars (\$22,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



### **FOX POINTE ADDITION**

**TRACT B:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet; to the POINT OF BEGINNING, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E; thence continuing along said north line and said curve 253.08 feet, said curve having a central angle of 13°29'09", a radius of 1075.24 feet, and a long chord of 252.50 feet, bearing S84°08'46"E; thence S45°00'22"E, 50.38 feet; thence S00°56'49"E, 80.33 feet along east line of said Lot 23; thence continuing along said east line S14°58'59"E, 88.98 feet; thence N90°00'00"W, 307.55 feet, thence N00°54'07"W, 227.68 feet parallel with the West line of said Lot 23, to the POINT OF BEGINNING. Said tract contains 60,000 sq./ft. or 1.38 acres of land, more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: TRACT B, FOX POINTE ADDITION shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.



SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 642 (WEST OF WEBB, SOUTH OF 29TH ST. NORTH) 468-84474** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 642 (WEST OF WEBB, SOUTH OF 29TH ST. NORTH) 468-84474** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 642 (west of Webb, south of 29th St. North) 468-84474**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Seventy-Nine Thousand Dollars (\$22,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



### **FOX POINTE ADDITION**

**TRACT B:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet; to the POINT OF BEGINNING, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E; thence continuing along said north line and said curve 253.08 feet, said curve having a central angle of 13°29'09", a radius of 1075.24 feet, and a long chord of 252.50 feet, bearing S84°08'46"E; thence S45°00'22"E, 50.38 feet; thence S00°56'49"E, 80.33 feet along east line of said Lot 23; thence continuing along said east line S14°58'59"E, 88.98 feet; thence N90°00'00"W, 307.55 feet, thence N00°54'07"W, 227.68 feet parallel with the West line of said Lot 23, to the POINT OF BEGINNING. Said tract contains 60,036 sq./ft. or 1.38 acres of land, more or less.

**TRACT C:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows: COMMENCING at the northwest corner of said Lot 23; thence on a platted bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E, thence parallel with the west line of said Lot 23, S00°54'07"E, 227.68 feet to the POINT OF BEGINNING, thence N90°00'00"E, 307.55 feet to a point on the east line of said Lot 23; thence along said east line S14°58'59"E, 14.08 feet; thence continuing along the east line of said Lot 23, S00°56'49"E, 199.03 feet to a point 51.00 feet north of the southeast corner of said Lot 23; thence parallel with the most southeasterly line of said Lot 23, S89°06'38"W, 144.73 feet; thence along a tangent curve to the right 111.35 feet, said curve having a central angle of 32°27'06", a radius of 196.60 feet and a long chord of 109.87 feet, bearing N74°39'49"W; thence N58°26'16"W, 72.16 feet; thence parallel with the west line of said Lot 23, N00°54'07"W, 148.07 feet to the POINT OF BEGINNING. Said tract contains 62,772 sq./ft. or 1.44 acres of land, more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: TRACT B, FOX POINTE ADDITION shall pay 4894/10,000 of the total cost payable by the improvement district; and TRACT C, FOX POINTE ADDITION shall pay 5106/10,000 of the total cost payable by the improvement district.



In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

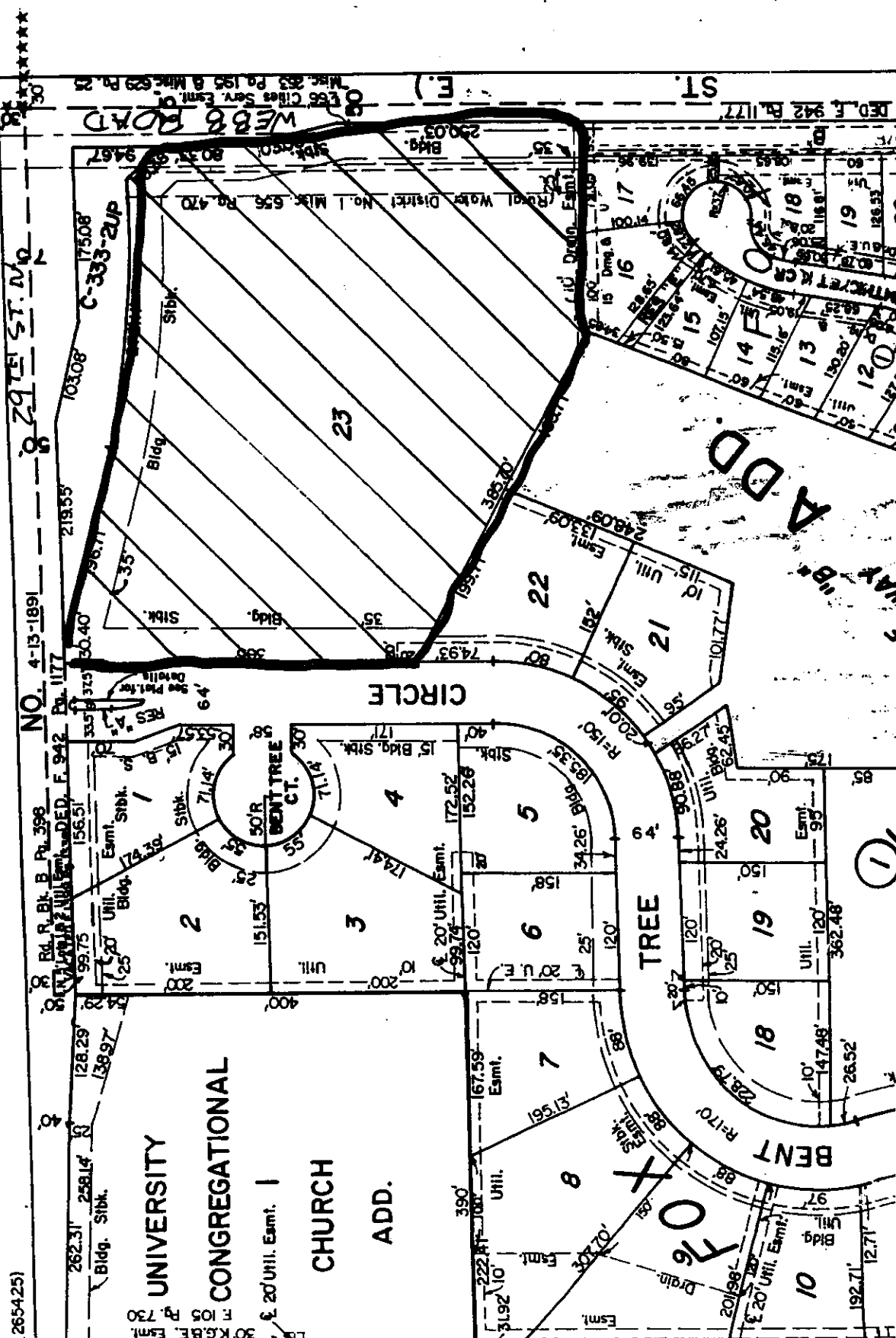
ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK



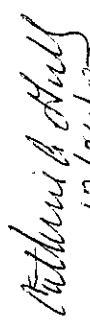
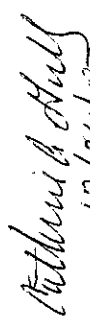
(SEAL)



MI 17





CAPITAL IMPROVEMENT					USE:		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.	
PROJECT AUTHORIZATION					<div>To Initiate Project</div> <div>To Revise Project</div>		<div>X</div>	
CITY OF WICHITA								
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/18/2007	4. Project Description & Location Sanitary Sewer for Lot 23, Block 1, Fox Pointe Addition					
5. CIP Project Number NL-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date					
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised					
As Required	As Required		12A.					
12. Project Cost Estimate								
ITEM	GO	SA	OTHER *	TOTAL				
Right of Way					Platting Required	Yes	No	
Paving, grading & const.					Lot Split	X		
Bridge & Culverts					Petition	X		
Drainage					Ordered by WCC			
Sanitary Sewer		\$22,000		\$22,000	Remarks:			
Sidewalk					100% Petition			
Water					* Sanitary Sewer Utility			
Other					468-84473			
Totals		\$22,000		\$22,000				
Total CIP Amount Budgeted								
Total Prelim. Estimate								
13. Recommendation: Approve the petition and adopt the Resolution								
Division Head	Department Head		Budget Officer		City Manager			
								
					Date 12/24/07			



CAPITAL IMPROVEMENT															
PROJECT AUTHORIZATION															
CITY OF WICHITA															
USE: 1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.															
<table><tr><td>To Initiate Project</td><td>X</td></tr><tr><td>To Revise Project</td><td></td></tr></table>										To Initiate Project	X	To Revise Project			
To Initiate Project	X														
To Revise Project															
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/18/2007	4. Project Description & Location Storm Water Sewer for Lot 23, Block 1, Fox Pointe Addition												
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9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised												
As Required			12. Project Cost Estimate												
As Required			12A.												
ITEM	GO	SA	OTHER *	TOTAL			Yes			No					
Right of Way							X								
Paving, grading & const.															
Bridge & Culverts							X								
Drainage			\$22,000							Ordered by WCC					
Sanitary Sewer															
Sidewalk															
Water															
Other															
Totals			\$22,000							100% Petition					
Total CIP Amount Budgeted										* Storm Water Utility					
Total Prelim. Estimate										SWS 642					
										468-84474					
13. Recommendation: Approve the petition and Adopt the resolution										Remarks:					
Division Head										Budget Officer			City Manager		
Jan Jensen										C. M. C.			Anthony A. Hill		
													Date 12/24/07		



RECEIVED

NOV 20 '07

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

FOX POINTE ADDITION

TRACT B: A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet; to the POINT OF BEGINNING, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E; thence continuing along said north line and said curve 253.08 feet, said curve having a central angle of 13°29'09", a radius of 1075.24 feet, and a long chord of 252.50 feet, bearing S84°08'46"E; thence S45°00'22"E, 50.38 feet; thence S00°56'49"E, 80.33 feet along east line of said Lot 23; thence continuing along said east line S14°58'59"E, 88.98 feet; thence N90°00'00"W, 307.55 feet, thence N00°54'07"W, 227.68 feet parallel with the West line of said Lot 23, to the POINT OF BEGINNING. Said tract contains 60,000 sq./ft. or 1.38 acres of land, more or less.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- 468-84473
- 89-22-WIS
- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
  - (b) That the estimated and probable cost of the foregoing improvements is Twenty Two Thousand Dollars (\$22,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after August 1, 2007.
  - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this



petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Tract B, Fox Pointe Addition shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2.
  - (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
  - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
- 3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
- 4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.



5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

**FOX POINTE ADDITION**

**MID AMERICAN CREDIT UNION**

**TRACT B:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:  
COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet; to the POINT OF BEGINNING, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E; thence continuing along said north line and said curve 253.08 feet, said curve having a central angle of 13°29'09", a radius of 1075.24 feet, and a long chord of 252.50 feet, bearing S84°08'46"E; thence S45°00'22"E, 50.38 feet; thence S00°56'49"E, 80.33 feet along east line of said Lot 23; thence continuing along said east line S14°58'59"E, 88.98 feet; thence N90°00'00"W, 307.55 feet, thence N00°54'07"W, 227.68 feet parallel with the West line of said Lot 23, to the POINT OF BEGINNING. Said tract contains 60,000 sq./ft. or 1.38 acres of land, more or less.

By: James D. Holt  
James D. Holt, President



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

Rachel A. Sanders  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 20<sup>th</sup> day of November 2007.



Robert A. Madlock  
Deputy City Clerk



RECEIVED

NOV 20 '07

CITY CLERK OFFICE

STORM WATER SEWER PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

FOX POINTE ADDITION

TRACT B: A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet; to the POINT OF BEGINNING, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E; thence continuing along said north line and said curve 253.08 feet, said curve having a central angle of 13°29'09", a radius of 1075.24 feet, and a long chord of 252.50 feet, bearing S84°08'46"E; thence S45°00'22"E, 50.38 feet; thence S00°56'49"E, 80.33 feet along east line of said Lot 23; thence continuing along said east line S14°58'59"E, 88.98 feet; thence N90°00'00"W, 307.55 feet, thence N00°54'07"W, 227.68 feet parallel with the West line of said Lot 23, to the POINT OF BEGINNING. Said tract contains 60,036 sq./ft. or 1.38 acres of land, more or less.

TRACT C: A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E, thence parallel with the west line of said Lot 23, S00°54'07"E, 227.68 feet to the POINT OF BEGINNING, thence N90°00'00"E, 307.55 feet to a point on the east line of said Lot 23; thence along said east line S14°58'59"E, 14.08 feet; thence continuing along the east line of said Lot 23, S00°56'49"E, 199.03 feet to a point 51.00 feet north of the southeast corner of said Lot 23; thence parallel with the most southeasterly line of said Lot 23, S89°06'38"W, 144.73 feet; thence along a tangent curve to the right 111.35 feet, said curve having a central angle of 32°27'06", a radius of 196.60 feet and a long chord of 109.87 feet, bearing N74°39'49"W; thence N58°26'16"W, 72.16 feet; thence parallel with the west line of said Lot 23, N00°54'07"W, 148.07 feet to the POINT OF BEGINNING. Said tract contains 62,772 sq./ft. or 1.44 acres of land, more or less.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a storm water sewer system to serve the area

Fox Pointe Addition (Tract B & C) - Storm Water Sewer Petition

GJA/cw 07264

Page 1

468-84474  
SWB 642



described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

- (b) That the estimated and probable cost of the foregoing improvements is Twenty Two Thousand Dollars (\$22,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after August 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Tract B, Fox Pointe Addition shall pay 4894/10,000 of the total cost payable by the improvement district; and Tract C, Fox Pointe Addition shall pay 5106/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.



2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.



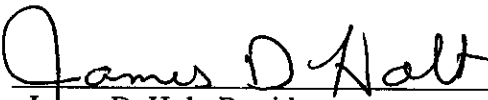
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**FOX POINTE ADDITION**

**MID AMERICAN CREDIT UNION**

**TRACT B:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:  
COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet; to the POINT OF BEGINNING, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E; thence continuing along said north line and said curve 253.08 feet, said curve having a central angle of 13°29'09", a radius of 1075.24 feet, and a long chord of 252.50 feet, bearing S84°08'46"E; thence S45°00'22"E, 50.38 feet; thence S00°56'49"E, 80.33 feet along east line of said Lot 23; thence continuing along said east line S14°58'59"E, 88.98 feet; thence N90°00'00"W, 307.55 feet, thence N00°54'07"W, 227.68 feet parallel with the West line of said Lot 23, to the POINT OF BEGINNING. Said tract contains 60,000 sq./ft. or 1.38 acres of land, more or less.

By:   
James D. Holt, President



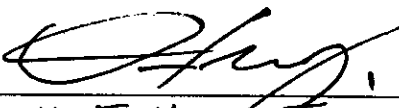
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**FOX POINTE ADDITION**

**TRACT C:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows: COMMENCING at the northwest corner of said Lot 23; thence on a platted bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E, thence parallel with the west line of said Lot 23, S00°54'07"E, 227.68 feet to the POINT OF BEGINNING, thence N90°00'00"E, 307.55 feet to a point on the east line of said Lot 23; thence along said east line S14°58'59"E, 14.08 feet; thence continuing along the east line of said Lot 23, S00°56'49"E, 199.03 feet to a point 51.00 feet north of the southeast corner of said Lot 23; thence parallel with the most southeasterly line of said Lot 23, S89°06'38"W, 144.73 feet; thence along a tangent curve to the right 111.35 feet, said curve having a central angle of 32°27'06", a radius of 196.60 feet a and a long chord of 109.87 feet, bearing N74°39'49"W; thence N58°26'16"W, 72.16 feet; thence parallel with the west line of said Lot 23, N00°54'07"W, 148.07 feet to the POINT OF BEGINNING. Said tract contains 62,772 sq./ft. or 1.44 acres of land, more or less.

**B.W. HOTELS, L.L.C.,**  
**A Kansas Limited Liability Company**

By:   
Dewey F. Weaver, Jr.  
Managing Member



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

Rachel A. Sanders  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 20<sup>th</sup> day of Nov 2007.



Deborah A. Adcock  
Deputy City Clerk



**DEEDS AND EASEMENTS – JANUARY 8, 2008.**

- a. Storm Water Drainage and Detention Basin Improvements Easement dated October 16, 2007 from Beech Lake Investments, LLC for a pond lying within Reserve C, Waterfront Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751394) No cost to City.
- b. Storm Water Drainage and Detention Basin Improvements Easement dated December 12, 2007 from Tara Development, Inc. for ponds lying within Reserves B, C and I, Casa Bella Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751414) No cost to City.
- c. Storm Water Drainage and Detention Basin Improvements Easement dated December 21, 2007 from Socora Homes, Inc., for ponds lying within Reserve A and B, Fontana 2<sup>nd</sup> Addition and The East 324 feet of Reserve E, Fontana Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751425) No cost to City.
- d. Storm Water Drainage and Detention Basin Improvements Easement dated December 19, 2007 from Silverton LLC, for a pond lying within Reserve A, Silverton Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751428) No cost to City.



**PERMANENT STORMWATER DRAINAGE & DETENTION BASIN  
IMPROVEMENTS EASEMENT**

THIS EASEMENT (hereinafter referred to as this "Agreement"), made and entered into on the 16 day of October 2007 by and between BEECH LAKE INVESTMENT LLC, (Developer" or "Grantor") and The City of Wichita, Kansas (the "City" or "Grantee"), each hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, the Developer is the owner of the real property legally described as Reserve C, The Waterfront Addition (hereinafter, the "Subject Property"); and

WHEREAS, the Developer desires to grant to the City a permanent easement upon, over and under that portion of the Subject Property legally described on Exhibit A attached hereto, for the construction and permanent location of storm water mitigation, drainage and detention facilities, as shown on the approved construction plans for the development of the subject property, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Developer and City, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Easement. The Developer hereby grants, conveys, declares, creates, imposes and establishes for the benefit of both the City and any property owners' association representing successive owners of the Subject Property or any portion(s) thereof, an easement upon, over and under that portion of the Subject Property legally described on Exhibit A hereto (as well as a permanent easement upon the Subject Property for ingress and egress to permit access to such legally described area), for the location, construction, maintenance, repair, and replacement as necessary, of the storm water mitigation, drainage and detention facilities called for by the approved construction plans for the development of the Subject Property.
2. Reservation of Rights. The Developer hereby expressly reserves for itself, its successors and assigns all rights and privileges incident to the ownership of the fee simple estate of the Subject Property that are not inconsistent with the rights and privileges herein granted.
3. Maintenance; Taxes. After the construction of the above-referenced storm water mitigation, drainage and detention facilities, and the acceptance of the same by the City, the Developer and its successors shall assume responsibility for the operation, maintenance and repair of said facilities, in compliance with all applicable codes and regulations, and without any contribution from the City. Developer and its successors agree to assume all liability and hold harmless the City for claims or damages arising out of the operation, repair or maintenance of the facilities, including damages arising from any breach of the facilities. Furthermore, the Developer, its heirs, successors and assigns, hereby waive and release the City from any and all claims for damages or compensation either now or in the future arising by reason of the use of the described easement for the purposes provided for herein, and agree to pay all taxes, special assessments or installments thereof on the Subject Property, for which the City shall have no liability.



4. Action by City. Notwithstanding the foregoing paragraph, in the event that the Developer or its successors are unable (or otherwise fail) to complete necessary repairs or maintenance, or in the event that it becomes necessary to construct substitute facilities to replace the storm water mitigation, drainage and detention facilities located within the easement hereinabove granted, the City or its designee, after ten (10) days written notice may (but shall not be obligated to) enter upon the Subject Property to maintain, repair or replace said facilities, and invoice the Developer or its successors for the actual costs of doing the same. The invoice must be mailed within two days of the date of the invoice and the Developer or its successors shall be responsible for paying these costs within thirty (30) days of the date of the invoice. If the City, in its sole discretion, believes an emergency situation exists, the City shall make a reasonable attempt to notify the Developer, but if the City is unsuccessful in notifying the Developer, it may operate, maintain or repair any of the facilities without any prior written notice to the Developer and the Developer or its successors shall be responsible for reimbursing the City for its costs incurred in such repair. In the event that substitute facilities are constructed within the easement by the City or the Developer, the ownership of such facilities will remain in or vest in the City, and the respective rights as responsibilities of the parties with respect to the subsequent operation and maintenance of those facilities will be the same as with respect to the original facilities.

5. Developer's Negative Covenants. The Developer shall not construct, plant or place or cause to be placed on the Subject Property any obstacle that would impede or impair the design for flow and retention of storm water drainage. The Developer shall not place any fill or construct any object or facility which would reduce the volume of the detention basin(s) as shown on the approved construction plans for the development of the Subject Property, and shall not construct, plant, place or cause to be placed within the easement hereinabove granted any obstacle of a permanent nature that negatively impacts flow or retention without first receiving the City's written consent.

6. No General Public Use. The easement rights granted hereunder are not intended and shall not be construed as a dedication for general public use.

7. Grants and Agreements. The Parties hereby declare that this Agreement, and all of the provisions contained herein and all of the rights, easements and obligations hereunder, shall be and constitute covenants running with the fee simple estate of the Subject Property and benefiting and binding the same as set forth herein, and shall be binding upon all present and future owners thereof.

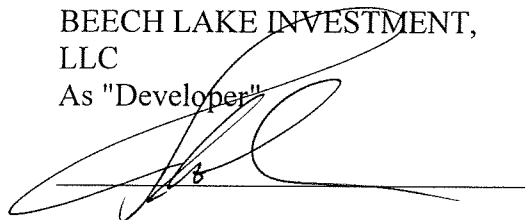
8. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

9. Recording. A fully-executed original of this Agreement may be recorded with the Sedgwick County, Kansas, Register of Deeds against the Subject Property, as the same is platted as of the date hereof, by either the Developer or the City (or their successors and assigns).

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the date set forth above.



BEECH LAKE INVESTMENT,  
LLC  
As "Developer"



CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, came Carl Brewer and Karen Sublett, the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the said City of Wichita.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

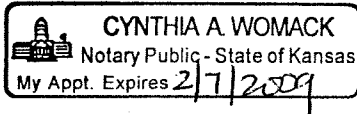
My Commission Expires: \_\_\_\_\_

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF SEDGWICK            )



BE IT REMEMBERED, that on this 16<sup>th</sup> day of October, 2007, before me, the undersigned, a Notary Public in and for said county and state, came Steve Clark, the Manager of BEECH LAKE INVESTMENT, LLC who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of BEECH LAKE INVESTMENT, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Cynthia A. Womack  
Notary Public

My Commission Expires:

February 7, 2009



**EXHIBIT A**

Legal Description of Portion of Subject Property Covered by Grant of Easement

Pond in Reserves C, The Waterfront Addition





**MKEC ENGINEERING CONSULTANTS, INC.**

411 North Webb Road  
Wichita, Kansas 67206  
T 316.684.9600 F 316.684.5100

**LETTER OF TRANSMITTAL**

PROJECT: Waterfront Addition TO: Catherine A. Gilley  
468-83950 Debt Coordinator  
PROJECT NO: 02014 City of Wichita, Finance Department  
455 N. Main – 12<sup>th</sup> Floor  
DATE: October 16, 2007 Wichita, KS 67202

---

We are sending you the following items:

☒ Attached  
☐ Under separate cover  
☒ Via US Mail

☐ Drawings ☐ Specifications ☐ Maps  
☐ Computer Disks ☐ Petitions ☒ Other

**COMMENTS:**

Returning signed Permanent Stormwater Drainage & Detention Basin Improvements Easement for the above referenced project.

☐ For Your Approval ☐ As Requested  
☒ For Your Use ☐ For Your Files  
☐ Approved As Noted ☐ For Review and Comment

**REMARKS:**

Please feel free to contact me should you have any questions.

Signed: Cindy Womack  
Cindy Womack

CC: Steve Clark, Clark Investment



# PERMANENT STORMWATER DRAINAGE & DETENTION BASIN IMPROVEMENTS EASEMENT

THIS EASEMENT (hereinafter referred to as this "Agreement"), made and entered into on the 12<sup>th</sup> day of December 2007 by and between Tara Development Inc ("Developer" or "Grantor") and The City of Wichita, Kansas (the "City" or "Grantee"), each hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, the Developer is the owner of the real property legally described as Casa Bella (hereinafter, the "Subject Property"); and

WHEREAS, the Developer desires to grant to the City a permanent easement upon, over and under that portion of the Subject Property legally described on Exhibit A attached hereto, for the construction and permanent location of storm water mitigation, drainage and detention facilities, as shown on the approved construction plans for the development of the subject property, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Developer and City, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Easement. The Developer hereby grants, conveys, declares, creates, imposes and establishes for the benefit of both the City and any property owners' association representing successive owners of the Subject Property or any portion(s) thereof, an easement upon, over and under that portion of the Subject Property legally described on Exhibit A hereto (as well as a permanent easement upon the Subject Property for ingress and egress to permit access to such legally described area), for the location, construction, maintenance, repair, and replacement as necessary, of the storm water mitigation, drainage and detention facilities called for by the approved construction plans for the development of the Subject Property.
2. Reservation of Rights. The Developer hereby expressly reserves for itself, its successors and assigns all rights and privileges incident to the ownership of the fee simple estate of the Subject Property that are not inconsistent with the rights and privileges herein granted.
3. Maintenance; Taxes. After the construction of the above-referenced storm water mitigation, drainage and detention facilities, and the acceptance of the same by the City, the Developer and its successors shall assume responsibility for the operation, maintenance and repair of said facilities, in compliance with all applicable codes and regulations, and without any contribution from the City. Developer and its successors agree to assume all liability and hold harmless the City for claims or damages arising out of the operation, repair or maintenance of the facilities, including damages arising from any breach of the facilities. Furthermore, the Developer, its heirs, successors and assigns, hereby waive and release the City from any and all claims for damages or compensation either now or in the future arising by reason of the use of the described easement for the purposes provided for herein, and agree to pay all taxes, special assessments or installments thereof on the Subject Property, for which the City shall have no liability.
4. Action by City. Notwithstanding the foregoing paragraph, in the event that the Developer or its successors are unable (or otherwise fail) to complete necessary repairs or maintenance, or in the event that it becomes necessary to construct substitute facilities to replace the storm water mitigation, drainage and detention facilities located within the easement hereinabove granted, the City or its designee, after ten (10) days written notice may (but shall not be obligated to) enter upon the Subject Property to maintain, repair or replace said facilities, and invoice the Developer or its successors for the actual costs of doing the same. The invoice must be mailed within two days of the date of the invoice and the Developer or its successors shall be responsible for paying these costs within thirty (30) days of the date of the invoice. If the City, in its sole discretion, believes an emergency situation exists, the City shall make a reasonable attempt to notify the Developer, but if the City is unsuccessful in notifying the Developer, it may operate, maintain or repair any of the facilities without any prior written notice to the Developer and the Developer or its successors shall be responsible for reimbursing the City for its costs incurred in such repair. In the event that substitute facilities are constructed within the easement by the City or the Developer, the ownership of such facilities will remain in or vest in the City, and the respective rights as responsibilities of the parties with respect to the subsequent operation and maintenance of those facilities will be the same as with respect



to the original facilities.

5. Developer's Negative Covenants. The Developer shall not construct, plant or place or cause to be placed on the Subject Property any obstacle that would impede or impair the design for flow and retention of storm water drainage. The Developer shall not place any fill or construct any object or facility which would reduce the volume of the detention basin(s) as shown on the approved construction plans for the development of the Subject Property, and shall not construct, plant, place or cause to be placed within the easement hereinabove granted any obstacle of a permanent nature that would impede or impair the design for flow and retention of storm water drainage without first receiving the City's written consent.

6. No General Public Use. The easement rights granted hereunder are not intended and shall not be construed as a dedication for general public use.

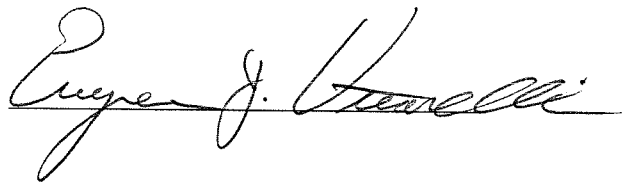
7. Grants and Agreements. The Parties hereby declare that this Agreement, and all of the provisions contained herein and all of the rights, easements and obligations hereunder, shall be and constitute covenants running with the fee simple estate of the Subject Property and benefiting and binding the same as set forth herein, and shall be binding upon all present and future owners thereof.

8. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

9. Recording. A fully-executed original of this Agreement may be recorded with the Sedgwick County, Kansas, Register of Deeds against the Subject Property, as the same is platted as of the date hereof, by either the Developer or the City (or their successors and assigns).

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the date set forth above.

Tara Development Inc.  
As "Developer"



CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:



ACKNOWLEDGEMENTS

STATE OF KANSAS                     )  
  ) SS.  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, came Carl Brewer and Karen Sublett, the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the said City of Wichita.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF KANSAS                     )  
  ) SS.  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED, that on this 12<sup>th</sup> day of December, 2007, before me, the undersigned, a Notary Public in and for said county and state, came Eugene Vitarelli, the President of Tara Development Inc who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of Tara Development Inc.

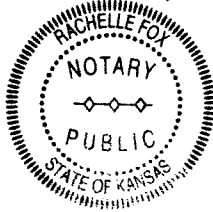
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Rachelle Fox  
Notary Public

My Commission Expires:

June 4, 2011

**EXHIBIT A**



MY COMMISSION EXPIRES:

June 4, 2011  
Legal Description of Portion of Subject Property Covered by Grant of Easement

Ponds in Reserves B,C&I, Casa Bella Addition



**PERMANENT STORMWATER DRAINAGE & DETENTION BASIN  
IMPROVEMENTS EASEMENT**

THIS EASEMENT (hereinafter referred to as this "Agreement"), made and entered into on the 19 day of December 20  , by and between Silverton, LLC ("Developer" or "Grantor") and The City of Wichita, Kansas (the "City" or "Grantee"), each hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, the Developer is the owner of the real property legally described as Silverton Addition (hereinafter, the "Subject Property"); and

WHEREAS, the Developer desires to grant to the City a permanent easement upon, over and under that portion of the Subject Property legally described on Exhibit A attached hereto, for the construction and permanent location of storm water mitigation, drainage and detention facilities, as shown on the approved construction plans for the development of the subject property, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Developer and City, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Easement. The Developer hereby grants, conveys, declares, creates, imposes and establishes for the benefit of both the City and any property owners' association representing successive owners of the Subject Property or any portion(s) thereof, an easement upon, over and under that portion of the Subject Property legally described on Exhibit A hereto (as well as a permanent easement upon the Subject Property for ingress and egress to permit access to such legally described area), for the location, construction, maintenance, repair, and replacement as necessary, of the storm water mitigation, drainage and detention facilities called for by the approved construction plans for the development of the Subject Property.

2. Reservation of Rights. The Developer hereby expressly reserves for itself, its successors and assigns all rights and privileges incident to the ownership of the fee simple estate of the Subject Property that are not inconsistent with the rights and privileges herein granted.

3. Maintenance; Taxes. After the construction of the above-referenced storm water mitigation, drainage and detention facilities, and the acceptance of the same by the City, the Developer and its successors shall assume responsibility for the operation, maintenance and repair of said facilities, in compliance with all applicable codes and regulations, and without any contribution from the City. Developer and its successors agree to assume all liability and hold harmless the City for claims or damages arising out of the operation, repair or maintenance of the facilities, including damages arising from any breach of the facilities. Furthermore, the Developer, its heirs, successors and assigns, hereby waive and release the City from any and all claims for damages or compensation either now or in the future arising by reason of the use of the described easement for the purposes provided for herein, and agree to pay all taxes, special assessments or installments thereof on the Subject Property, for which the City shall have no liability.



4. Action by City. Notwithstanding the foregoing paragraph, in the event that the Developer or its successors are unable (or otherwise fail) to complete necessary repairs or maintenance, or in the event that it becomes necessary to construct substitute facilities to replace the storm water mitigation, drainage and detention facilities located within the easement hereinabove granted, the City or its designee, after ten (10) days written notice may (but shall not be obligated to) enter upon the Subject Property to maintain, repair or replace said facilities, and invoice the Developer or its successors for the actual costs of doing the same. The invoice must be mailed within two days of the date of the invoice and the Developer or its successors shall be responsible for paying these costs within thirty (30) days of the date of the invoice. If the City, in its sole discretion, believes an emergency situation exists, the City shall make a reasonable attempt to notify the Developer, but if the City is unsuccessful in notifying the Developer, it may operate, maintain or repair any of the facilities without any prior written notice to the Developer and the Developer or its successors shall be responsible for reimbursing the City for its costs incurred in such repair. In the event that substitute facilities are constructed within the easement by the City or the Developer, the ownership of such facilities will remain in or vest in the City, and the respective rights as responsibilities of the parties with respect to the subsequent operation and maintenance of those facilities will be the same as with respect to the original facilities.

5. Developer's Negative Covenants. The Developer shall not construct, plant or place or cause to be placed on the Subject Property any obstacle that would impede or impair the design for flow and retention of storm water drainage. The Developer shall not place any fill or construct any object or facility which would reduce the volume of the detention basin(s) as shown on the approved construction plans for the development of the Subject Property, and shall not construct, plant, place or cause to be placed within the easement hereinabove granted any obstacle of a permanent nature that would impede or impair the design for flow and retention of storm water drainage without first receiving the City's written consent.

6. No General Public Use. The easement rights granted hereunder are not intended and shall not be construed as a dedication for general public use.

7. Grants and Agreements. The Parties hereby declare that this Agreement, and all of the provisions contained herein and all of the rights, easements and obligations hereunder, shall be and constitute covenants running with the fee simple estate of the Subject Property and benefiting and binding the same as set forth herein, and shall be binding upon all present and future owners thereof.

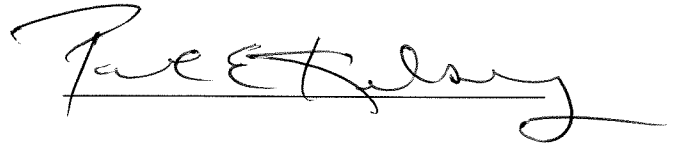
8. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

9. Recording. A fully-executed original of this Agreement may be recorded with the Sedgwick County, Kansas, Register of Deeds against the Subject Property, as the same is platted as of the date hereof, by either the Developer or the City (or their successors and assigns).

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the date set forth above.



Silverton, LLC  
As "Developer"



CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, came Carl Brewer and Karen Sublett, the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the said City of Wichita.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

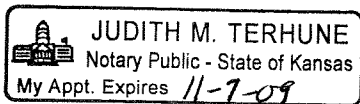
My Commission Expires: \_\_\_\_\_



STATE OF KANSAS                                 )  
  ) SS.  
COUNTY OF SEDGWICK                         )

BE IT REMEMBERED, that on this 19<sup>th</sup> day of December, 2007, before me, the undersigned, a Notary Public in and for said county and state, came Paul E. Kelsey, the MEMBER of Silverton, LLC who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of Silverton, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Judith M Terhune  
Notary Public

My Commission Expires:

11-7-09



**EXHIBIT A**

Legal Description of Portion of Subject Property Covered by Grant of Easement

Pond in Reserve A, Silverton Addition



**PERMANENT STORMWATER DRAINAGE & DETENTION BASIN  
IMPROVEMENTS EASEMENT**

THIS EASEMENT (hereinafter referred to as this "Agreement"), made and entered into on the 23<sup>rd</sup> day of December 2007, by and between Socora Homes Inc., a Kansas corporation ("Developer" or "Grantor") and The City of Wichita, Kansas (the "City" or "Grantee"), each hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties").

WHEREAS, the Developer is the owner of the real property legally described as Fontana (hereinafter, the "Subject Property"); and

WHEREAS, the Developer desires to grant to the City a permanent easement upon, over and under that portion of the Subject Property legally described on Exhibit A attached hereto, for the construction and permanent location of storm water mitigation, drainage and detention facilities, as shown on the approved construction plans for the development of the subject property, subject to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Developer and City, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Easement. The Developer hereby grants, conveys, declares, creates, imposes and establishes for the benefit of both the City and any property owners' association representing successive owners of the Subject Property or any portion(s) thereof, an easement upon, over and under that portion of the Subject Property legally described on Exhibit A hereto for the location, construction, maintenance, repair, and replacement as necessary, of the storm water mitigation, drainage and detention facilities called for by the approved construction plans for the development of the Subject Property.

2. Reservation of Rights. The Developer hereby expressly reserves for itself, its successors and assigns all rights and privileges incident to the ownership of the fee simple estate of the Subject Property that are not inconsistent with the rights and privileges herein granted.

3. Maintenance; Taxes. After the construction of the above-referenced storm water mitigation, drainage and detention facilities, and the acceptance of the same by the City, the Developer and its successors shall assume responsibility for the operation, maintenance and repair of said facilities, in compliance with all applicable codes and regulations, and without any contribution from the City. Developer and its successors agree to assume all liability and hold harmless the City for claims or damages arising out of the operation, repair or maintenance of the facilities, including damages arising from any breach of the facilities. Furthermore, the Developer, its heirs, successors and assigns, hereby waive and release the City from any and all claims for damages or compensation either now or in the future arising by reason of the use of the described easement for the purposes provided for herein, and agree to pay all taxes, special assessments or installments thereof on the Subject Property, for which the City shall have no liability.



4. Action by City. Notwithstanding the foregoing paragraph, in the event that the Developer or its successors are unable (or otherwise fail) to complete necessary repairs or maintenance, or in the event that it becomes necessary to construct substitute facilities to replace the storm water mitigation, drainage and detention facilities located within the easement hereinabove granted, the City or its designee, after ten (10) days written notice may (but shall not be obligated to) enter upon the Subject Property to maintain, repair or replace said facilities, and invoice the Developer or its successors for the actual costs of doing the same. The invoice must be mailed within two days of the date of the invoice and the Developer or its successors shall be responsible for paying these costs within thirty (30) days of the date of the invoice. If the City, in its sole discretion, believes an emergency situation exists, the City shall make a reasonable attempt to notify the Developer, but if the City is unsuccessful in notifying the Developer, it may operate, maintain or repair any of the facilities without any prior written notice to the Developer and the Developer or its successors shall be responsible for reimbursing the City for its costs incurred in such repair. In the event that substitute facilities are constructed within the easement by the City or the Developer, the ownership of such facilities will remain in or vest in the City, and the respective rights as responsibilities of the parties with respect to the subsequent operation and maintenance of those facilities will be the same as with respect to the original facilities.

5. Developer's Negative Covenants. The Developer shall not construct, plant or place or cause to be placed on the Subject Property any obstacle that would impede or impair the design for flow and retention of storm water drainage. The Developer shall not place any fill or construct any object or facility which would reduce the volume of the detention basin(s) as shown on the approved construction plans for the development of the Subject Property, and shall not construct, plant, place or cause to be placed within the easement hereinabove granted any obstacle of a permanent nature that would impede or impair the design for flow and retention of storm water drainage without first receiving the City's written consent.

6. No General Public Use. The easement rights granted hereunder are not intended and shall not be construed as a dedication for general public use.

7. Grants and Agreements. The Parties hereby declare that this Agreement, and all of the provisions contained herein and all of the rights, easements and obligations hereunder, shall be and constitute covenants running with the fee simple estate of the Subject Property and benefiting and binding the same as set forth herein, and shall be binding upon all present and future owners thereof.

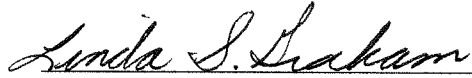
8. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

9. Recording. A fully-executed original of this Agreement may be recorded with the Sedgwick County, Kansas, Register of Deeds against the Subject Property, as the same is platted as of the date hereof, by either the Developer or the City (or their successors and assigns).



IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the date set forth above.

SOCORA HOMES, INC.  
As "Developer"

  
Linda S. Graham, Vice-President

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, came Carl Brewer and Karen Sublett, the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the said City of Wichita.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



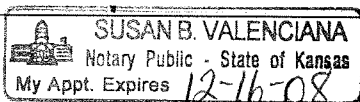
STATE OF KANSAS                     )  
  ) SS.  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED, that on this 21st day of December, 2007, before me, the undersigned, a Notary Public in and for said county and state, came Linda S., Graham, Vice President of Socora Homes, Inc who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of Socora Homes, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Susan B. Valenciana  
Notary Public

My Commission Expires:





**EXHIBIT A**

**Legal Description of Portion of Subject Property Covered by Grant of Easement**

Reserves A and B, Fontana 2<sup>nd</sup> Addition  
and  
The East 324 feet of Reserve E, Fontana Addition



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Staking in Stonebridge 2<sup>nd</sup> Addition (north of 13<sup>th</sup>, west of 159<sup>th</sup> Street East) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Supplemental Agreement.

**Background:** The City Council approved the drainage improvements in Stonebridge 2nd Addition on August 28, 2007. On October 16, 2007 the City approved an Agreement with Baughman Company, Inc. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

**Analysis:** The proposed Supplemental Agreement between the City and Baughman provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$28,300 and will be paid by special assessments.

**Goal Impact:** This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement



SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED OCTOBER 16, 2007  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 16, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **STONEBRIDGE 2<sup>ND</sup> ADDITION** (north of 13<sup>th</sup>, west of 159<sup>th</sup> Street East).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING & AS-BUILT**

(as per the City of Wichita Standard Construction Engineering Practices)

**STORM WATER DRAIN NO. 331** serving Lots 1 through 19, Block A; Lots 1 through 23, Block B; Lots 1 through 30, Block C; Lots 1 through 29, Block D; Lots 1 through 13, Block E; Lots 1 through 20, Block F, Stonebridge 2<sup>nd</sup> Addition (north of 13<sup>th</sup>, west of 159<sup>th</sup> Street East) (Project No. 468 84395).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for



all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

**B. PAYMENT PROVISIONS**

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 468 84395                      **\$28,300.00**

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:

\_\_\_\_\_







**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Staking in Tara Creek & Casa Bella Additions (north of Pawnee, west of 127<sup>th</sup> Street East) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Supplemental Agreement.

**Background:** The City Council approved the storm water drainage improvements in Tara Creek & Casa Bella Additions on June 6, 2007. On September 25, 2007 the City approved an Agreement with Ruggles & Bohm, P.A. to design the improvements. The Design Agreement with Ruggles & Bohm requires Ruggles & Bohm to provide construction engineering and staking services if requested by the City.

**Analysis:** The proposed Supplemental Agreement between the City and Baughman provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the and staking for this project.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$12,200 and will be paid by special assessments.

**Goal Impact:** This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement



SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTMEBER 25, 2007  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated September 27, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **TARA CREEK & CASA BELLA ADDITIONS** (north of Pawnee, west of 127th Street East).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING AND AS-BUILT**

(as per the City of Wichita Standard Construction Engineering Practices)

**STORM WATER DRAIN NO. 327** serving Lots 1 through 30, Block 1, Lots 1 through 16, Block 2, Tara Creek Addition; Lots 1 through 43, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; Lots 1 through 35, Block 4, Casa Bella Addition and Unplatted Tract A (north of Pawnee, west of 127<sup>th</sup> Street East) (Project No. 468 84358).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and



shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

**B. PAYMENT PROVISIONS**

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84358

**\$12,200.00**

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_



**City of Wichita  
City Council Meeting  
January 8, 2007**

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for the Southeast Water Transmission Main – Phase 2 (Lewis and Ida to Morris and Bluff) (District III)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement.

**Background:** The 2007 Capital Improvement Program includes funds for the Southeast Water Transmission Main - Phase 2 (W-1194-002).

**Analysis:** The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for designing a 48" water main from Lewis and Ida to Morris and Bluff. The Staff Screening and Selection Committee selected Professional Engineering Consultants, P.A. (PEC) for the design on September 27, 2007.

**Financial Considerations:** Payment to PEC will be on a lump sum basis of \$453,000 and will be paid by Water Utility funds.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by preventing system failures and providing reliable water service to customers.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Agreement



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

SE WATER TRANSMISSION MAIN – PHASE 2

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the “CITY” and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the “ENGINEER”.

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**SE WATER TRANSMISSION MAIN – PHASE 2**  
(48” water main - Lewis and Ida to Morris and Bluff)  
(Project No. 448 90310)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing a 48” water main and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.



- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$20,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.



- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment plus partials made on the basis of the lump sum fee amount of \$453,000.00.  
During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks. The major tasks and accumulated partial payment amounts are listed below:  
Accumulated partial payments shall not exceed \$226,500.00 (fifty percent of the maximum fee payment amount) until field check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$317,100.00 (seventy percent of the maximum fee payment amount) until office check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$362,400.00 (eighty percent of the maximum fee payment amount) until final utility plans allowing for utility relocations or adjustments for the PROJECT have been received and approved by the City Engineer for distribution to the utilities.  
Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement
- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.



- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

P.A.

PROFESSIONAL ENGINEERING CONSULTANTS,



(Name & Title)

ATTEST:

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EXHIBIT "A"

## **SCOPE OF SERVICES**

### **SE Water Transmission Main, Phase 2 (Project No. 448 90310)**

The scope of services includes the design of a 48" water main from the point of connection at Lewis and Ida to Morris and Bluff. The alignment of the main will generally follow the routing that was previously approved as part of the SE Water Transmission Route Study, with this previously approved route being reviewed as part of the PROJECT. A preliminary alignment will be prepared and reviewed with City Staff prior to proceeding with the design of the PROJECT.

Design of the PROJECT will include geotechnical investigation, field topographic surveys, review of potential tree damage and replacement of trees/landscaping, traffic controls for impacts on major streets that are impacted by construction activities, paving replacement for streets planned to be damaged by construction, coordination with utility companies, attendance at any ULCC, DAB, or public information/neighborhood meetings, and any special connection or other details required to construct the PROJECT. A review of pipe materials will be performed and recommendations provided for use on this PROJECT.

A portion of the routing will cross school district property, and may require a separate set of plans for this portion of the project, which is included in the scope of services. All easement and tract maps will be prepared as needed. Coordination with the school district and Park Department will be performed.

Special provisions will be provided for piping, restrained joint materials, corrosion protection, air release valves, pipe thickness and bedding requirements, and any other special considerations as part of the design. Any permit applications including KDOT, DWR, and storm water will be prepared and provided to the City for submission to the required agencies.

The design will include provisions for the installation of a conduit with pull boxes for future use.

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water erosion control/pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions.

Associated improvements as part of these projects will include permanent traffic signalization system improvements (if required), permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing (when applicable), incidental drainage, sidewalk (when required), identification of additional right-of-way (if required) and furnishing tract drawings and legal descriptions for such right-of-way.



The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita and the Kansas Department of Transportation (KDOT), and the U.S. Army Corps of Engineers, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept. A landscape architect should be included on the Consultants' Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved.

In addition, the ENGINEER will notify the City Archaeologist prior to beginning work on this project.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line Alignments and Profiles. Preliminary water alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work.
6. Right-of-Way. Identify right-of-way requirements for the preliminary concepts developed. Such right-of-way requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in power point presentation.



8. S. I. & A. for Bridges. Perform initial and keep current the inspection/inventory and analysis for completion/update of the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT. ENGINEER shall also provide the CITY with a new S. I. & A. upon completion of the bridge construction, along with the Design Load Ratings ("Load Factor" method) and pictures, with one copy submitted to KDOT Bridge Engineer.
9. Landscape Plans. When the design has fulfilled the program requirements, submit three (3) sets of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit two (2) sets to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment.
10. Design Council. ENGINEER shall meet with the City's Design Council, to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at Field Check and/or Office Check Review.

1. Design Council. ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.  
(It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.
3. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and four (4) sets of field check plans to KDOT. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
  - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.
  - (b) Submit fifteen (15) sets of field check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of field check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.
  - (c) Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for



the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate. However, all bridge projects shall include the cost of soils and boring investigations in the ENGINEER'S fee.

- (d) Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of all the right-of-way for utility relocations at a time directed by the CITY.
  - (e) Prepare legal descriptions for Right of Entry and submit drawings to the City that are suitable for mailing to property owners. Incorporate Right of Entry limits on the plans.
4. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:
- (a) Submit three (3) sets of office check plans to the CITY and, if required, two (2) sets of office check plans to KDOT, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and with KDOT when required.
  - (b) Identify all known utility conflicts. ENGINEER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings. Utility coordination procedures shall conform to current policy of the City Engineer.
  - (c) Submit fifteen (15) sets of office check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of office check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.
  - (d) Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 78, "Cleanup, Restoration or Replacement Following Construction."
  - (e) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
- (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
  - (b) Final Plan Submittals.
    - a. Electronic versions of the approved final plans for all projects need to be submitted on CD or DVD in both AutoCAD and .pdf format (.dwg format is preferred, .dxf is acceptable). Text fonts other than standard AutoCAD fonts are to be included with drawing files. Pdf files should be scalable to 22"x36" and oriented right side up.
    - b. Two 11"x17" half-scale hardcopies of all plans are required. Four additional half-scale sets are required for all KDOT/Federally funded projects.



- c. Mylar plans are required for all water projects and any plans that incorporate water line improvements (both CITY and KDOT). Mylar cover sheet only is required for all other KDOT/Federally funded projects for the signature purposes.
    - d. Field notes, other pertinent project mapping records, supplemental specifications, special provisions and cost estimates are to be provided to the City Engineer for the taking of bids as appropriate for the CITY and/or KDOT.
  - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
  - (d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.
  - (e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
  - (f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
  - (g) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.
  - (h) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
6. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
7. Post Letting.
- (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
  - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
  - (c) The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
8. Project Milestone. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- (a) Field Check plans are due April 1, 2008.
  - (b) Final plans are due August 1, 2008.



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for Edge Water Addition (south of 45<sup>th</sup> Street North, west of Hoover) (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement.

**Background:** The City Council approved the water, sewer and paving improvements in Edge Water Addition on August 7, 2007.

**Analysis:** The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water, sewer and paving in Edge Water Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$151,200 and will be paid by special assessments.

**Goal Impact:** This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

EDGE WATER ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90313** serving Lot 1, Block A; Lots 28 through 82, Block A; Lots 1 through 13, Block B; Lots 30 through 42, Block B; Lots 14 through 39, Block C; Lots 52 through 67, Edge Water Addition (south of 45<sup>th</sup> Street North, west of Hoover) (Project No. 448 90313

**LATERAL 1, MAIN 24, SOUTHWEST INTERCEPTOR SEWER** serving Lots 1 through 89, Block A; Lots 1 through 42, Block B; Lots 13 through 40, Block C; Lots 49 through 67, Block D, Edge Water Addition (south of 45<sup>th</sup> Street North, west of Hoover) (Project No. 468 84365).

**DRIFTWOOD** from the east line of Lot 52, Block D, west to the west line of Cimarron; on **DRIFTWOOD** from the west line of Cimarron, west to the west line of Lot 1, Block A; on **CIMARRON** from the south line of 45<sup>th</sup> Street North, south to the north line of Kollmeyer; on **KOLLMMEYER** from the east line of Lot 82, Block A, west to the west line of Ridge Port; and on **RIDGE PORT** from the north line of Kollmeyer, north to the north line of Lot 28, Block A; on **KOLLMMEYER COURT** (Lots 37 through 42, Block B) from the north line of Kollmeyer, north to and including the cul-de-sac; on **KOLLMMEYER COURT** (Lots 31 through 39, Block C) from the north line of Kollmeyer, north to and including the cul-de-sac; on **KOLLMMEYER COURT** (Lots 36 through 46, Block A) from the south line of Kollmeyer, south to and including the cul-de-sac; on **KOLLMMEYER COURT** (Lots 47 through 56, Block A) from the south line of Kollmeyer, south to and including the cul-de-sac; on **KOLLMMEYER COURT** (Lots 63 through 82, Block A) from the south line of Kollmeyer, south to and including the cul-de-sac; and on



**DRIFTWOOD COURT** (Lots 52 through 62, Block D) from the north line of Driftwood, north to and including the cul-de-sac (south of 45<sup>th</sup> Street North, west of Hoover) (Project No. 472 84582).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Edge Water Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.



Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90313	<b><u>\$ 18,200.00</u></b>
Project No. 468 84365	<b><u>\$ 57,400.00</u></b>
Project No. 472 84582	<b><u>\$ 75,600.00</u></b>
<b>TOTAL</b>	<b><u>\$151,200.00</u></b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.



V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.



---

N. Brent Wooten, President

ATTEST:

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## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per the attached. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.



8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by **January 28, 2008**.  
(Project No. 448 90313).
  - b. Plan Development for the sewer improvements by **January 28, 2008**.  
(Project No. 468 84365).
  - c. Plan Development for the paving improvements by **February 25, 2008**.  
(Project No. 472 84582).



## **Attachment**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

*In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.*



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for Johnson Commercial Centre (south of 53rd Street North, west of Meridian) (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Agreement.

**Background:** The City Council approved the sewer and drainage improvements in Johnson Commercial Centre on February 6, 2007.

**Analysis:** The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of sewer and drainage in Johnson Commercial Centre. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$25,600 and will be paid by special assessments.

**Goal Impact:** This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of sewer and drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

JOHNSON COMMERCIAL CENTRE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**LATERAL 9, MAIN 15, SANITARY SEWER NO. 23** serving Lots 1 through 7, Block A, Johnson Commercial Centre (south of 53<sup>rd</sup> Street North, west of Meridian) (Project No. 468 84304).

**STORM WATER DRAIN NO. 316** serving Lots 1 through 7, Block A, Johnson Commercial Centre (south of 53<sup>rd</sup> Street North, west of Meridian) (Project No. 468 84305).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Johnson Commercial Centre and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents,



servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.



- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84304	\$ <u><b>9,800.00</b></u>
Project No. 468 84305	\$ <u><b>15,800.00</b></u>
<b>TOTAL</b>	<b>\$25,600.00</b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.



- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:

\_\_\_\_\_



## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per the attached. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.



8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the sewer improvements by **February 11, 2008**.  
(Project No. 468 84304).
  - b. Plan Development for the drainage improvements by **February 11, 2008**.  
(Project No. 468 84305).



## **Attachment**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

*In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.*



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for Waterfront Residential, Greenwich Office Park & Waterfront 6<sup>th</sup> Additions (north of 13<sup>th</sup>, west of Greenwich) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement.

**Background:** The City Council approved the water, sewer, drainage and paving improvements in Waterfront Residential, Greenwich Office Park and Waterfront 6<sup>th</sup> Additions on November 6, 2007.

**Analysis:** The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of water, sewer, drainage and paving in Waterfront Residential, Greenwich Office Park and Waterfront 6<sup>th</sup> Additions. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to MKEC will be on a lump sum basis of \$164,800 and will be paid by special assessments.

**Goal Impact:** This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer, drainage and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

WATERFRONT RESIDENTIAL, GREENWICH OFFICE PARK &  
WATERFRONT 6<sup>TH</sup> ADDITIONS

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90329** serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition (north of 13<sup>th</sup>, west of Greenwich) (Project No. 448 90329).

**STORM WATER SEWER NO. 638** serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition (north of 13<sup>th</sup>, west of Greenwich) (Project No. 468 84423).

**STORM WATER DRAIN NO. 334** serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition; Lots 1 through 3, Block 1, Greenwich Office Park Addition and Unplatted Tract (north of 13<sup>th</sup>, west of Greenwich) (Project No. 468 84409).

**STORM WATER DRAIN NO. 335** serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition; Lots 1 through 3, Block 1, Greenwich Office Park Addition (north of 13<sup>th</sup>, west of Greenwich) (Project No. 468 84410).

**STORM WATER DRAIN NO. 342** serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition; Lots 1 through 4, Block 1, except the west 178.5



feet of the south 505.5 feet of Lot 1, Block 1, Waterfront 6<sup>th</sup> Addition and Unplatted Tract (north of 13<sup>th</sup>, west of Greenwich) (Project No. 468 84449).

**VERANDA** from the north line of 13<sup>th</sup> Street to 446' north of the north line of 13<sup>th</sup> Street (north of 13<sup>th</sup>, west of Greenwich) (Project No. 472 84598).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Waterfront Residential, Greenwich Office Park and Waterfront 6<sup>th</sup> Additions and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$20,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory



Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90329	\$ <b><u>24,100.00</u></b>
Project No. 468 84423	\$ <b><u>44,250.00</u></b>
Project No. 468 84409	\$ <b><u>25,900.00</u></b>
Project No. 468 84410	\$ <b><u>9,700.00</u></b>
Project No. 468 84449	\$ <b><u>20,450.00</u></b>
Project No. 472 84598	\$ <b><u>40,400.00</u></b>
TOTAL	\$ <b><u>164,800.00</u></b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.



2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law



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(Name & Title)

ATTEST:

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*EXHIBIT "A"*

## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per the attached. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated



with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by **120 days from notice to proceed.** (Project No. 448 90329).
  - b. Plan Development for the storm water sewer improvements by **120 days from notice to proceed.** (Project No. 468 84423).
  - c. Plan Development for the drainage improvements by **120 days from notice to proceed.** (Project No. 468 84409).
  - d. Plan Development for the drainage improvements by **120 days from notice to proceed.** (Project No. 468 84410).
  - e. Plan Development for the drainage improvements by **120 days from notice to proceed.** (Project No. 468 84449).
  - f. Plan Development for the paving improvements by **120 days from notice to proceed.** (Project No. 472 84598).



## Attachment

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

*In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.*



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for Southwest Passage Addition (south of Pawnee, west of 119th Street West) (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement.

**Background:** The City Council approved the paving improvements in Southwest Passage Addition on January 9, 2007.

**Analysis:** The proposed Agreement between the City and Ruggles & Bohm, P.A. provides for the design of bond financed improvements consisting of paving in Southwest Passage Addition. Per Administrative Regulation 1.10, staff recommends that Ruggles & Bohm be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Ruggles & Bohm will be on a lump sum basis of \$29,100 and will be paid by special assessments.

**Goal Impact:** This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

SOUTHWEST PASSAGE ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**MONUMENT** from the south line of 23<sup>rd</sup> Street North to the south line of (Lot 1, Block 4); **COWBOY** from the east line of Monument to the east line of (Lot 1, Block 2); **RED ROCK** from the south end of Canyon to the east line of (Lot 1, Block 3); **CANYON** from the west line of Red Rock to the west line of Monument (south of Pawnee, west of 119<sup>th</sup> Street West) (Project No. 472 84447).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Southwest Passage Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents,



servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.



- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84447      **\$29,100.00**

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.



- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_



## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per the attached. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.



8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the paving improvements by **January 4, 2008**.  
(Project No. 472 84447).



## **Attachment**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

*In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.*



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for Mesa Verde Addition (south of 37<sup>th</sup> Street North, east of Meridian) (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Agreement.

**Background:** The City Council approved the water, sewer and paving improvements in Mesa Verde Addition on January 9, 2007.

**Analysis:** The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water, sewer and paving in Mesa Verde Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$36,400 and will be paid by special assessments.

**Goal Impact:** This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

MESA VERDE ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448** 90260 serving Lots 1 through 5, Block A; Lots 1 through 4, Block B; Lots 1 through 8, Block C; Lots 1 through 6, Block D; Reserve "A", Mesa Verde Addition (south of 37<sup>th</sup> Street North, east of Meridian) (Project No. 448 90260).

**LATERAL 43, SUBMAIN 21, SANITARY SEWER NO. 22** serving Lots 1 through 13, Block A; Lots 1 through 10, Block B; Lots 1 through 8, Block C; Lots 1 through 11, Block D; Reserve "A", Mesa Verde Addition (south of 37<sup>th</sup> Street North, east of Meridian) (Project No. 468 84284).

**STORM WATER SEWER NO. 624** serving Lots 1 through 5, Block A; Lots 1 through 4, Block B; Lots 1 through 8, Block C; Lots 1 through 6, Block D, Mesa Verde Addition (south of 37<sup>th</sup> Street North, east of Meridian) (Project No. 468 84285).

**MANLO** from the west line of the plat to the east line of Lot 1, Block D; on **34<sup>th</sup> STREET NORTH** from the west line of the plat, east to the east line of Lot 6, Block D, and on **SEDGWICK** from the south line of Manlo, south to the north line of 34<sup>th</sup> Street North (south of 37<sup>th</sup> Street North, east of Meridian) (Project No. 472 84481)

NOW, THEREFORE, the parties hereto do mutually agree as follows:



I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Mesa Verde Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time



ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90260	\$ <u>5,200.00</u>
Project No. 468 84284	\$ <u>11,400.00</u>
Project No. 468 84285	\$ <u>7,000.00</u>
Project No. 472 84481	\$ <u>12,800.00</u>
TOTAL	\$ <u>36,400.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  2. Additional design services not covered by the scope of this agreement.
  3. Construction staking, material testing, inspection and administration related to the PROJECT.
  4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.



- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
N. Brent Wooten, President

ATTEST:



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## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per the attached. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.



8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by **January 28, 2008**.  
(Project No. 448 90260).
  - b. Plan Development for the sewer improvements by **January 28, 2008**.  
(Project No. 468 84284).
  - c. Plan Development for the storm water sewer improvements by **January 28, 2008**.  
(Project No. 468 84285).
  - d. Plan Development for the paving improvements by **February 18, 2008**.  
(Project No. 472 84481).



## Attachment

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

*In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.*



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Design Services for Main 22, Southwest Interceptor Sewer (MacArthur Road and West Street) (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Supplemental Agreement.

**Background:** On November 2, 2004, the City entered into an Agreement with Poe & Associates, Inc. to design a sanitary sewer main located along MacArthur, from ½ mile east of West Street to the Wichita-Valley Center Flood Control Ditch. The fee was \$28,000. On November 11, 2006 the City Council approved a Supplemental Agreement for additional work required by Sedgwick County for construction of the sewer in their right-of-way. The fee was \$5,200.

**Analysis:** Due to the number and location of existing utilities within the construction area, it is necessary to revise the route for a majority of the sewer pipeline from along MacArthur to an alignment approximately ¼ mile south of MacArthur. By re-routing the sanitary sewer main along the new alignment, it will eventually be able to provide service to a much larger benefit area. A Supplemental Agreement has been prepared with Poe for the additional design services.

**Financial Considerations:** Payment to Poe will be on a lump sum basis of \$28,000 and will be paid by Sewer Utility and assessed to the improvement district.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by extending sanitary sewer main service to homes with septic tank systems and a new residential subdivision.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement



SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 2, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

POE & ASSOCIATES, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated November 2, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for a **MAIN 22, SOUTHWEST INTERCEPTOR SEWER** (Project No. 468 83861, OCA No. 622092)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Main 22, Southwest Interceptor Sewer**  
(re-design)  
(Project No. 468 83861, OCA No. 744140)

B. PAYMENT PROVISIONS



The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount specified below:

468 83861            **\$28,000.00**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by **December 31, 2007**;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

\_\_\_\_\_  
(Name and Title)

ATTEST:

\_\_\_\_\_







**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Design Services for the 13th Street Bridge at the Little Arkansas River (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Supplemental Agreement.

**Background:** On December 13, 2005, the City entered into an Agreement with PB Americas, Inc. (PB) for designing a plan to rehabilitate the 13th Street Bridge at the Little Arkansas River. The fee was \$89,200.

**Analysis:** PB has been asked to design a temporary pedestrian bridge that will be provided until the bridge is reopened to traffic. They will also revise the plans to accommodate the pedestrian detour and accommodate an access the High School. A Supplemental Agreement has been prepared with PB for the additional design services.

**Financial Considerations:** Payment to PB will be on a lump sum basis of \$10,700 and will be paid by General Obligations Bonds.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement



SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PB AMERICAS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **13<sup>TH</sup> STREET BRIDGE AT LITTLE ARKANSAS RIVER** (Project No. 472 84314, OCA No. 715705).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

- The ENGINEER will provide plans to include a temporary pedestrian low water crossing, which will be integrated with the causeway that will be provided for the contractor.
- The ENGINEER will provide quantities associated with the temporary low water crossing.
- The ENGINEER will revise the plans to accommodate the pedestrian detour and accommodate an access to the High School.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$10,700.00.



C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by \_\_\_\_\_; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

ATTEST:

PB AMERICAS, INC.

\_\_\_\_\_  
John Trotta, Vice President

\_\_\_\_\_  
Abdul Hamada, P.E.  
Project Manager



**City of Wichita  
City Council Meeting  
January 8, 2007**

**TO:** Mayor and City Council

**SUBJECT:** Southeast Booster Pump Station - Change Order (District III)

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve Change Order No. 1 with Utility Contractors.

**Background:** On April 8, 2003, City Council selected Burns & McDonnell to update the Water Master Plan. The Water Master Plan recommended construction of a booster pump station on Harry between Rock Road and Woodlawn. On April 5, 2005, City Council approved a Contract with Utility Contractors to construct the pump station near Harry and Governour.

**Analysis:** Change Order No. 1 includes a deduction of \$85,093 to delete the paving from the original plans, and an addition of \$25,940 to do a reduced amount of paving. An increase of \$18,281 is included for excess excavation and fill beyond that identified in the plans, an increase of \$12,385 to modify installation of the sewer line to serve the pump station, and an increase of \$9,418 for an additional water line and a fire hydrant.

Change Order No. 1 includes a bonus for early completion amounting to \$96,000. The Contract included liquidated damages of \$3,000 per day for each day after the established date of substantial completion, as well as a bonus of \$3,000 per day for each day the project was completed prior to the date of substantial completion. The project was completed 32 days ahead of the date established, earning a bonus of \$96,000.

**Financial Considerations:** The original Contract was \$2,687,000. Change Order No. 1 will increase the Contract by \$81,261 to \$2,768,261 (3.02 percent). Funds are available for this project in CIP W-882, Webb Road Satellite Pump Station, that has \$4.5 million available for this project.

**Goal Impact:** The Change Order will ensure efficient infrastructure by providing reliable, compliant and secure utilities. The project helps assure that adequate water pressures are maintained in the distribution system.

**Legal Considerations:** The Law Department has approved the Change Order as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order No. 1 with Utility Contractors.



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City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Change Order: Storm Water Drain to serve Lillie 2nd Addition (south of Maple, west of Maize) (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Change Order.

**Background:** On August 28, 2007, the City Council approved a construction contract with Mies Construction, Inc. to construct a storm water drain in Lillie 2nd Addition. The project primarily consists of the construction of a storm water detention pond. After the work began, it was determined that the pond would not hold water with the soil type on site. Bentonite was added to the soil to seal the pond. In addition, an abandoned water well was encountered that was sealed.

**Analysis:** A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is \$18,915 with the total paid by Special Assessments. The original contract amount is \$108,696. This Change Order represents 17.4% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing required drainage improvements for new development.

**Legal Considerations:** The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order.





PUBLIC WORKS-ENGINEERING

November 14, 2007

**CHANGE ORDER**

**To:** Mies Construction Co., Inc

**Project:** SWD #298 – Lillie 2<sup>nd</sup> Addition

**Change Order No.:** 1

**Project No.:** 468-84208

**Purchase Order No.:** 700944

**OCA No.:** 751432

**CHARGE TO OCA No.:** 751432

**PPN:** 485323

**Please perform the following extra work at a cost not to exceed \$18,915.25**

Suitable onsite material meeting the required P.I. of 30 or more was not found for use on the pond liners, therefore the contractor mixed Bentonite in the top twelve inches of the liner. In addition, an abandoned existing 10" diameter water well located approximately 650 ft east of Maize Rd. on the north side of the proposed Maize Ct. was cut, filled and plugged to allow for the required grading.

**ADD:**

Plug Existing 10" Well – 1 LS @ \$1,200.00	= \$ 1,200.00
Bentonite – 52 tn @ \$140.00/tn	= \$ 7,280.00
Mix Bentonite – 3115 sy @ \$3.35/sy	= <u>\$10,435.25</u>
Total	\$18,915.25

**Recommended By:**

\_\_\_\_\_  
Lawrence Schaller, P.E.      Date  
Construction Engineer

**Approved:**

\_\_\_\_\_  
Contractor      Date

**Approved as to Form:**

\_\_\_\_\_  
Gary Rebenstorf      Date  
Director of Law

**Approved:**

\_\_\_\_\_  
Jim Armour, P.E.      Date  
City Engineer

**Approved:**

\_\_\_\_\_  
Chris Carrier, P.E.      Date  
Director of Public Works

**By Order of the City Council:**

\_\_\_\_\_  
Carl Brewer      Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR FOR THE LAND ACQUISITION OF THE PROPERTY LOCATED AT 159<sup>TH</sup> STREET EAST AND PAWNEE FOR PARK PURPOSES AND RELATED COSTS INCLUDING SURVEYS, ENVIRONMENTAL REVIEW, TITLE WORK, CLOSING COSTS, INTEREST AND TAXES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Land acquisition for the property located at 159<sup>th</sup> Street East and Pawnee for park purposes and related costs including surveys, environmental review, title work, closing costs, interest and taxes.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$925,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 21<sup>st</sup> day of December, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement"), having an Effective Date as provided below, is entered into by and between **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation ("Seller") and **THE CITY OF WICHITA, KANSAS** ("Buyer").

### RECITALS:

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

#### SELLER:

The Trust for Public Land  
1554 Eastview Drive  
Holts Summit, MO 65043  
Attn: Bryan Fawks  
Tel: (573) 636-3688  
Fax: (573) 636-8144

With copies to:

The Trust for Public Land  
2610 University Avenue, Suite 300  
St. Paul, MN 55114  
Attn: Mike Zender  
Tel: (651) 999-5319  
Fax: (651) 917-2248

#### BUYER:

The City of Wichita  
455 North Main, 13th Floor  
Wichita, Kansas 67202  
Attn: John Philbrick  
Real Estate Administrator  
Tel: (316) 268-4237  
Fax: (316) 268-4519

B. Larry J. Means and Cara M. Means, husband and wife and Nancy K. Means, a single person (collectively "Current Owner") are the owners of certain real property consisting of approximately 148.4 acres located in the County of Sedgwick, State of Kansas legally described on **Exhibit A** attached hereto and incorporated herein by reference. Said real property, together with any and all improvements, fixtures, timber, water and/or surface minerals located thereon and owned by Current Owner, and any and all rights appurtenant thereto shall be referred to in this Agreement as the "Property."

C. Seller has proposed to acquire the Property from Current Owner.

D. Buyer wishes to purchase the Property from Seller and Seller wishes to sell the Property to Buyer after Seller's acquisition of the Property from Current Owner in accordance with the terms and conditions set forth in this Agreement.



NOW THEREFORE, FOR CONSIDERATION OF TEN AND 00/100 DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property on the terms and conditions set forth herein.

2. **Purchase Terms.**

(a) **Price.** The purchase price (the "Purchase Price") for the Property shall be equal to Six Thousand and 00/100 Dollars (\$6,000.00) per acre, which is Eight Hundred Ninety Thousand Four Hundred and 00/100 Dollars (\$890,400.00) for the assumed acreage of 148.4 acres. In the event that Seller has a survey of the Property completed, then the acreage determined by the Survey shall be determinative of the amount of acreage used to calculate the Purchase Price.

(b) **Method of Payment.** The Purchase Price shall be payable in cash, at Closing (as defined below), subject to any credits, prorations and adjustments provided elsewhere in this Agreement.

3. **Contingency.** Buyer acknowledges that Seller does not presently own the Property and that Seller's duties hereunder and Buyer's rights hereunder are both expressly contingent upon the acquisition by Seller of the Property. In the event Seller does not acquire the Property from Current Owner this Agreement shall terminate, and thereafter neither party shall have any further obligations hereunder.

4. **Condition of the Property.**

(a) Buyer agrees that from the Effective Date through, to and including December 21, 2007 (the "Inspection Period"), Buyer will:

(i) make an independent investigation of the physical condition of the Property including but not limited to, the condition of the soil, the presence of hazardous materials or contaminants, other physical characteristics, and compliance with any statutes, ordinances or regulations;

(ii) study all aspects or circumstances of the Property which Buyer deems material or relevant; and

(iii) make all inspections and verifications which Buyer deems necessary for the completion of Buyer's due diligence review for the transactions covered by this Agreement.



Notwithstanding any applicable law or custom to the contrary, Buyer shall be solely responsible for conducting any inspections or tests required by law at its sole cost and expense. When available, Seller will provide Buyer with a Phase I Environmental Site Assessment prepared by Summit Environmental Services, Inc. (the "EA Report"). Should Buyer determine in its sole discretion based on its investigation of the Property and its review of the EA Report that the condition of the Property is unacceptable to Buyer, prior to the expiration of the Inspection Period, Buyer shall so notify Seller in writing of its objections ("Objections"). In the event that Seller is unable to cause Current Owner to remedy Buyer's Objections, Buyer may elect to: (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Property, and the parties' obligations hereunder shall terminate or (b) proceed to Closing, and accept title to the Property subject to such Objection(s) which are not remedied. Buyer's failure to make timely Objections will constitute a waiver of its rights to raise any Objections hereunder and Buyer will accept title to the Property subject to such conditions. Buyer may not disclose any information, including environmental assessment reports, Buyer obtains through the investigations and inspections performed in accordance with this Section unless required to disclose such information pursuant to a court order or as otherwise required by law.

Before entering upon the Property to conduct the investigations provided for herein, Buyer shall notify Seller and Seller shall have obtained Current Owner's permission for Buyer to enter upon the Property to conduct said investigations.

Buyer will be responsible for and hold Current Owner and Seller, their officers, directors, principals, and employees, as the case may be, harmless from and against any and all liability, loss, cost, claim, action, suit and/or expense (including but not limited to attorneys' fees and litigation expenses) which Current Owner or Seller may suffer or incur by reason of Buyer's or its agents' presence on the Property for the purpose of making the investigations provided for herein. If Buyer does any excavation, Buyer agrees to restore the Property to its natural condition if Buyer's acquisition of the Property is not consummated as contemplated by this Agreement.

(b) Buyer agrees that:

(i) Seller has made no representations or warranties with respect to the Property except as set forth in this Agreement;

(ii) Seller shall not be responsible for any statements, representations or warranties of any kind furnished to Buyer by any real estate broker or any other person, unless the same are specifically set forth in this Agreement;

(iii) no materials, brochures, or documents delivered by Seller to Buyer or any other person shall be, or be deemed, a representation, warranty, or agreement of Seller under, or with respect to, this Agreement; and Buyer has, and shall have, the exclusive responsibility for verifying any facts or conditions set forth or described in



any such materials, brochures, or documents; and

(iv) Buyer has not undertaken any activity and will not undertake any activity which will jeopardize Seller's efforts to acquire the Property.

(c) Buyer agrees to accept the Property "as is" in its present condition and/or as otherwise required pursuant to the terms of this Agreement, subject to all reasonable use, wear and tear, and deterioration of any kind in, of, or to the Property.

5. **Closing.** Final settlement of the obligations of the parties hereto shall occur on or before January 15, 2008 (the "Closing"). The Closing shall be delayed for any period of time that Seller is attempting to cause the cure of any objections raised by Buyer pursuant to Sections 4 or 6. This transaction shall be closed in escrow with First American Title, 434 North Main Street, Wichita, Kansas 67202 (the "Escrow Holder") in accordance with the general procedures then in use by Escrow Holder, with such additional special procedures as may be required to conform with the terms and conditions of this Agreement. The cost of the escrow and closing fee shall be evenly divided between Buyer and Seller.

6. **Title.** Seller shall by limited warranty deed convey to Buyer its interest in the Property; provided, however, Seller at its option may convey the Property to Buyer by deed directly from Current Owner to Buyer, subject only to the following:

- (i) any federal, state or local laws, ordinances, regulations and/or orders whatsoever;
- (ii) liens for real estate taxes not yet due and payable and other taxes and assessments of any kind or nature assessed (not yet due and payable) with respect to the Property;
- (iii) such other title objections and exceptions as may be waived or deemed waived by Buyer; and
- (iv) the standard printed exceptions on the form of title insurance issued pursuant to Section 7.

The foregoing shall be referred to collectively as "Permitted Exceptions." Prior to the Effective Date, Seller has delivered to Buyer a copy of the commitment for title insurance issued by Escrow Holder committing the company to issue an Owner's Policy insuring title to the Property in Seller. Buyer may at its sole cost and expense obtain a title commitment from Escrow Holder committing the company to issue an Owner's Policy insuring title to the Property in Buyer. On or before December 21, 2007, Buyer shall advise Seller in writing of any exceptions other than the Permitted Exceptions which Buyer will require to be removed on or before Closing (such exceptions which are not Permitted Exceptions being hereafter referred to as "Impermissible Exceptions"). In the event Seller is unable to cause Current Owner to remove any such Impermissible Exceptions by Closing, Buyer may elect to: (a) terminate this Agreement in which case Buyer shall have no obligation to



purchase the Property, and the parties' obligations hereunder shall terminate, or (b) proceed with the purchase of the Property and accept a policy of title insurance with the Impermissible Exceptions. If Buyer fails to notify Seller of any objection to exceptions in the time period provided herein, Buyer shall be deemed to have accepted all matters set forth in the title commitment and the same shall be deemed Permitted Exceptions.

7. **Title Insurance.** Buyer may, at its option, and its sole cost and expense procure a standard owner's policy of title insurance from the Escrow Holder insuring that title to the Property is vested in Buyer upon Closing, subject only to the exceptions which are acceptable or are deemed acceptable pursuant to Section 6.

8. **Seller's Promise not to Further Encumber.** Seller shall not, without the prior written consent of Buyer, make any leases, contracts, options or agreements whatsoever affecting the Property which would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein.

9. **Seller's Representations.** Seller makes the following representations:

(a) At Closing, Seller will have the power to sell, transfer and convey all right, title and interest in and to the Property.

(b) Seller represents and warrants that it is not a "foreign corporation" as defined in Section 1445 of the Internal Revenue Code. Seller's United States Taxpayer Identification Number is 23-7222333.

10. **Prorations, Closing Expenses and Fees.** Real estate taxes on the Property which are a lien but not yet due and payable as of the Closing shall be prorated, on a per diem basis as of the date of Closing, based upon the latest available tax duplicate. If the Closing shall occur before the tax rate is fixed for the then current year, subsequent to Closing, when the tax bill is fixed for the year in which the Closing occurs, Seller and Buyer agree to adjust the proration of taxes and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment. Special assessments, levied, pending or constituting a lien against the Property, if any, shall have been paid on or before Closing by Current Owner. The escrow and closing fee(s) charged by Escrow Holder shall be shared equally by Seller and Buyer. Any documentary tax or real property transfer tax arising out of the conveyance of the Property shall be paid by Buyer. Buyer shall pay the premium for any title insurance policy required by Buyer. Other fees and charges not otherwise allocated in this Agreement, shall be allocated in accordance with the customary practice in Sedgwick County, Kansas.

11. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, telecopier, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered



by hand, telecopier, courier service or Express Mail, shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

12. **Remedies Upon Default.** In the event Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Seller shall, in addition to Seller's right to retain the Deposit and any and all other remedies provided in this Agreement, or at law or in equity, have the right of specific performance against Buyer. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement, or at law or in equity, have the right of specific performance against Seller.

13. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

14. **Time of the Essence.** Time is of the essence of this Agreement.

15. **Binding on Successors.** This Agreement shall be binding not only upon the parties hereto, but also upon their heirs, personal representatives, assigns, and other successors in interest.

16. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

17. **Assignment.** Neither Buyer nor Seller may assign their interests under this Agreement without the written consent of the other party.

18. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. **Duplicates.** This Agreement may be executed in duplicates, each of which shall be deemed an original and which together shall constitute one and the same agreement.

20. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason



unenforceable, the balance shall nonetheless be of full force and effect.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

22. **Acceptance of Deed.** The acceptance by Buyer of the deed shall be deemed to be full performance by Seller of, and shall discharge Seller from, all obligations hereunder and Seller shall have no further liability hereunder.

23. **Risk of Loss.** All risk of loss shall be with Seller until Closing. In the event the Property is destroyed or damaged prior to Closing, Buyer shall have the right at its option to terminate this Agreement by written notice to Seller, in which case this Agreement shall terminate, and the parties shall have no further obligation to each other hereunder.

24. **Condemnation.** In the event of a taking of all or any part of the Property under the power of eminent domain prior to the Closing, Buyer shall either (i) proceed to Closing with the Purchase Price reduced by the total of any awards or other proceeds received or to be received by Seller as a result of such proceedings, or (ii) proceed to Closing with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds.

25. **Possession.** Seller shall deliver possession of the Property concurrently with Closing in accordance with Section 4(c) and Section 6.

26. **Buyer's Representations.** Buyer represents that it has full power and authority to enter into this Agreement and the person signing this Agreement for Buyer has full power and authority to sign for Buyer and to bind it to this Agreement.

27. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not on a Saturday, Sunday or legal holiday.

28. **Signage.** The parties agree that permanent signage on the Property shall provide for recognition of the role of Seller in this acquisition, said signage being subject to the approval of Seller. This section shall survive the delivery of the deed.

29. **Agricultural Lease Arrangement.** A portion of the Property is subject to a lease with Monty Rockey, for agricultural purposes, which lease is for a term of March 1 to February 28 of each year. Current Owner has agreed that Current Owner will not extend the lease with the tenant without Seller's approval. At Closing, said lease shall be assigned to Buyer, and the rent shall be prorated as of the date of Closing.

30. **Oil and Gas Lease.** A portion of the Property is subject to an oil and gas lease, and in



the event that Buyer purchases the Property, Buyer will accept the Property subject to such lease, and at Closing, the rent shall be prorated as of the date of Closing.

IN WITNESS of the foregoing provisions the parties have executed and delivered this Agreement as of the date set forth below. The effective date (the "Effective Date") of this Agreement shall be the last date of execution by either of the parties to this Agreement.

**BUYER:**

**CITY OF WICHITA**

By Direction of the City Council

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**SELLER:**

**THE TRUST FOR PUBLIC LAND**

a nonprofit California public benefit corporation

\_\_\_\_\_  
By: *John Stornick*  
Title: *Director of Projects*

ATTEST:

\_\_\_\_\_  
*Michael C. Zender, Assistant Secretary*



**EXHIBIT A**  
**(Property Description)**

The following real property in the County of Sedgwick, State of Kansas, legally described as follows:

The Northeast Quarter (NE  $\frac{1}{4}$ ) of Section One (1), Township Twenty Eight (28) South, Range Two (2) East, except two tracts described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section One (1), Township Twenty Eight (28) South, Range Two (2) East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence South 435.6 feet; thence East 200 feet; thence North 435.6 feet; thence West 200 feet to the point of beginning; and

The North 643.76 feet of the West 406 feet in the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section One (1), Township Twenty Eight (28) South, Range Two (2) East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; except beginning at the Northwest corner of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section One (1), Township Twenty Eight (28) South, Range Two (2) East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence South 435.6 feet; thence East 200 feet; thence North 435.6 feet; thence West 200 feet to the point of beginning





# Donation Parcel

☐ Identified Features

☐ Property Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Township and Range

☐ Section

☐ Quarter Section

Waterways

Streams

Parks

Airports

SDE RASTER, S-DE DATA, ORTHO

City Limits

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Haysville

Kechi

Maize

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken, or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

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CITY OF WICHITA

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**CITY OF WICHITA**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Purchase of Park Land Near 159th Street East and Pawnee (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the purchase.

**Background:** The Trust for Public Land (TPL) has offered to sell 148.4 acres of undeveloped land to the City. The land is located in the southwest quadrant of 159<sup>th</sup> Street and Pawnee. Approximately 68 acres are currently used for crop production. The remainder is pasture, including 35 acres of land that has never been tilled. There is also a large pond on the property.

**Analysis:** TPL has an option on the property with the current owner for \$6,000 per acre. TPL has agreed to sell to the City for the same amount. The sale price is \$890,400. The property was appraised for \$925,000. There is an agricultural lease on the property which will be assumed by the City until such time as the park is developed. There is also a lease for oil production which will be assumed. This part of the City is rapidly developing. This acquisition will provide an opportunity to preserve natural habitat as well as provide open space for recreational activities.

**Financial Considerations:** A budget of \$900,000 is requested. This includes \$890,400 for the acquisition and \$9,600 for closing costs, title insurance, surveys, etc. Funding is recommended from the Park and Recreation CIP Plan. The CIP includes \$350,000 for land acquisition in both 2008 and 2009. To fund the balance, Park staff recommends reducing the 2009 Chisholm Creek Lake Project from \$750,000 to \$550,000. These recommendations will allow the initiation of \$900,000 for land acquisition to fund this purchase.

**Goal Impact:** Acquisition of this parcel will assist the City in meeting future infrastructure and quality of life needs in the area.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the budget; 2) Adopt the bonding resolution; 3) Authorize the budget transfers; and 4) Authorize all necessary signatures.



**Attachments:** Bonding resolution, contract, aerial



**CITY OF WICHITA**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition of Utility Easements in the 1100 Block of West 52nd and 51st Streets South (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Accept the easements.

**Background:** Section 7-205 of the subdivision regulations requires that if a lot split or vacation is requested in an area where the public utility easements are less than the minimum width established in Section 7-205 additional easements should be requested. A request for a lot split has been received for 1134 West 52<sup>nd</sup> Street West. In this area, the utility easements across the rear of the lots are eight feet wide rather than the required 10 feet.

**Analysis:** Pursuant to Section 7-205, the nine property owners in the block where 1134 West 52<sup>nd</sup> Street is located were contacted. A request was made that they dedicate an additional two feet for public utility easement. As required by Section 7-205, an amount for \$100 was offered for this additional easement. Two property owners accepted the offer for the additional easement.

**Financial Considerations:** A budget of \$1,000 is requested. This includes funds for the easements and associated fees and recording.

**Goal Impact:** This acquisition addresses the goal of ensuring efficient infrastructure by providing uniform easements throughout the area.

**Legal Considerations:** The Law Department has approved the easements as to form.

**Recommendation/Action:** It is recommended that the City Council approve the budget and authorize the necessary signatures.

**Attachments:** Aerial map and easement forms.





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**PUBLIC UTILITY EASEMENT**

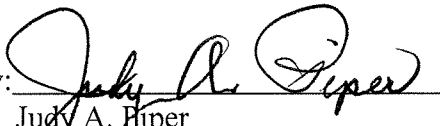
**THIS EASEMENT** made this 19 day of NOVEMBER 2007, by and between Judy A. Piper, party of the first and the City of Wichita of the second part.

**WITNESSETH:** that the said first party, in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby dedicate and convey unto the said second party a permanent right-of-way and easement for the purpose of constructing, maintaining, and repairing public utilities, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas to wit:

The south 10 feet of Lot 7, Block F, Pippin Second Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer system.

**IN WITNESS WHEREOF:** The said first party has signed the day and year first written.

By:   
Judy A. Piper



STATE OF KANSAS     )  
                                      ) SS  
SEDGWICK COUNTY    )

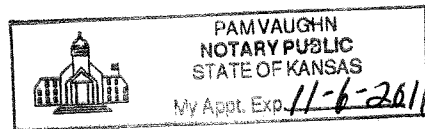
Personally appeared before me a notary public in and for the County and State aforesaid, came  
Judy A. Piper to me personally known to be the same persons who executed the foregoing instrument of  
writing and said person duly acknowledged the execution thereof

Dated at Wichita, Kansas, this 19 day of November, 2007.

Pam Vaughn  
Notary Public

SEAL

My Commission expires: 11-6-2011





**PUBLIC UTILITY EASEMENT**

**THIS EASEMENT** made this 3<sup>rd</sup> day of December, 2007, by and between Michael and Renee Trimmell, party of the first and the City of Wichita of the second part.

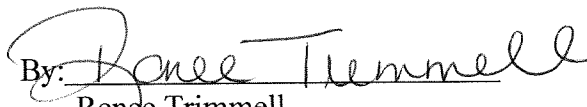
**WITNESSETH:** that the said first party, in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby dedicate and convey unto the said second party a permanent right-of-way and easement for the purpose of constructing, maintaining, and repairing public utilities, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas to wit:

The south 10 feet of Lot 10, Block F, Pippin Second Addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer system.

**IN WITNESS WHEREOF:** The said first party has signed the day and year first written.

By:   
Michael Trimmell

By:   
Renee Trimmell



STATE OF KANSAS     )  
                                      ) SS  
SEDGWICK COUNTY    )

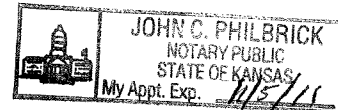
Personally appeared before me a notary public in and for the County and State aforesaid, came Michael and Renee Trimmell to me personally known to be the same persons who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof

Dated at Wichita, Kansas, this 3rd day of December, 2007.

  
Notary Public

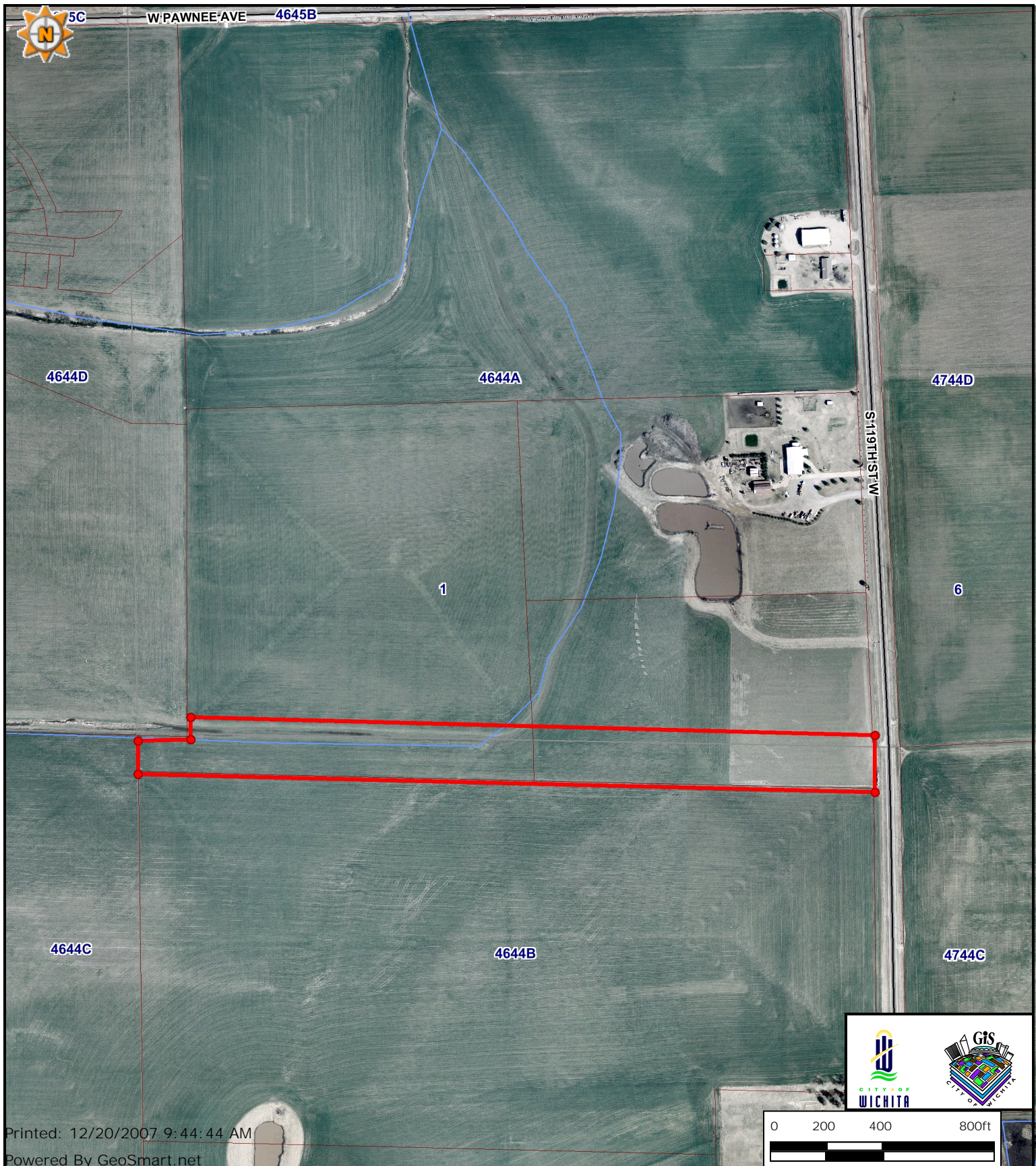
SEAL

My Commission expires: 11/5/11





# 2659 S 119th St W



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## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between Alan S. and Traci L. Girrens, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a permanent easement and temporary construction easement for the construction and maintenance of sanitary sewer in, upon under the following described tracts, to wit:

**Permanent Easement:**

An easement for sanitary sewer in the North half of the Southeast quarter of Section 1, Township 28 South, Range 2 West of the Sixth P.M. in Sedgwick County, Kansas, being described as follows; Commencing at the Northeast corner of the Southeast quarter of said Section 1; Thence S01°11'47" E along the East line of said Southeast quarter for a distance of 128.77 feet; thence N88°42'23" W parallel to the North line of said Southeast quarter, for a distance of 1,240.04 feet to the point of beginning; thence N88°42'23' W parallel to the North line of said Southeast quarter, a distance of 1408.91 feet to a point on the West line of said Southeast quarter; Thence N01°07'33"W along the West line of said Southeast quarter for a distance of 128.76 feet to the Northwest corner of said Southeast quarter; thence S88°42'23" E along the North line of said Southeast quarter, a distance of 175.95 feet to a point; thence S01°07'33"E Parallel to the West line of said Southeast quarter for a distance of 78.72 Feet; thence S88°42'23' E parallel to the North line of said Southeast quarter for a distance of 1231.29 feet to a point; thence S03°02'11"E for a distance of 50.14 feet to the point of beginning, containing 1.93 acres more or less.

And

An easement for sanitary sewer in the North half of the Southeast quarter of Section 1, Township 28 South, Range 2 West of the Sixth P.M. in Sedgwick County, Kansas, being described as follows; Commencing at the Northeast corner of the Southeast quarter of said Section 1; thence S01°11'47"E along the East line of said Southeast quarter for 38.68 feet to the point of beginning; thence N88°42'23"W parallel with the North line of said Southeast quarter for 40.04 feet; thence S01°11'47"E parallel with the East line of said Northeast quarter of said Section 1 for 40.04 feet; thence N88°42'23"W parallel with the North line of said Southeast quarter for 1201.61 feet; thence S03°02'11"E for 50.14 feet; thence S88°42'23"E for 1240.04 Feet, to a point on the East line of said Southeast quarter; thence N01°11'47" W along said East line, a distance of 90.09 feet to the point of beginning, containing 1.46 acres more or less.

**Temporary Easement:**

A temporary construction easement in the North half of the Southeast quarter and the South half of the Northeast quarter, both in Section 1, Township 28 South, Range 2 West of the Sixth P.M. in Sedgwick County, Kansas, being described as follows; Commencing at the Northeast corner of



the Southeast quarter of said Section 1; thence S01°11'47"E along the East line of said Southeast quarter for 128.77 feet; thence N88°42'23"W Parallel to the North line of said Southeast quarter for 1,240.04 feet; thence N03°02'11"W for 50.14 feet to the point of beginning; thence N88°42'23"W parallel to the North line of said Southeast quarter, for 1231.29 feet; thence N01°07'29"W for 78.72 feet to a point on the North line of said Southeast quarter; thence N01°07'29"W for 71.42 feet; thence S88°42'43"E parallel with the North line of said Southeast quarter for 1226.27 feet; thence S03°02'11"E for 71.56 feet to the North line of said Southeast quarter; thence S03°02'11"E for 78.87 feet to the point of beginning, containing 4.23 acres more or less.

And

A temporary construction easement in North half of the Southeast quarter and in the South half of the Northeast quarter, both in Section 1, Township 28 South, Range 2 West of the Sixth P.M. in Sedgwick County, Kansas, being described as follows; Beginning at the Northeast corner of the Southeast quarter of said Section 1; thence S01°11'47"E along the East line of said Southeast quarter for 38.68 feet; thence N88°42'23"W parallel with the North line of said Southeast quarter, for 40.04 feet; thence S01°11'47"E parallel with the East line of said Southeast quarter, for 40.04 feet; thence N88°42'23"W parallel with the North line of said Southeast quarter, for 1201.61 feet; thence N03°02'11"W for 78.87 feet to a point on the North line of said Southeast quarter, thence N03°02'11"W for 71.56 feet; thence S88°42'23"E for 1244.19 feet; thence S03°02'11"E for 71.56 feet to the point of beginning, containing 4.25 acres more or less.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easements, any and all damages and or claims, the sum of Twenty-Nine Thousand Eight Hundred Eighty Dollars and No Cents (\$29,880.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 31, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the



commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.


10. Grantor agrees to correct, replace or repair, at its own expense, the surface drainage way.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**



Alan S. Girrens



Traci L. Girrens

**BUYER:**

The City of Wichita, KS, a municipal corporation:

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**CITY OF WICHITA**  
**City Council Meeting**  
January 8, 2007

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of Vacant Land at 2659 South 119th Street West for the Mid-Continent Interceptor Sanitary Sewer Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition

**Background:** On December 19, 2006, City Council approved the funding and installation of new water mains where development is occurring and in areas where future growth is anticipated. One such area is in Southwest Wichita near Mid-Continent Airport, more specifically, a half-mile south of Pawnee between Tyler Road and 135th Street West. Phase one of the proposed line is approximately 3-miles long. It is necessary to acquire a sanitary sewer easement from eight parcels within this corridor. This particular acquisition is from a 75-acre residential/agricultural assemblage at 2659 South 119th Street West. Two of the three parcels are impacted by the proposed easement however, no improvements are impacted.

**Analysis:** A 50-foot easement consisting of 3.39-acres and 150-foot temporary construction easement consisting of 8.48-acres are required. The owner rejected the appraised offer \$19,630 which is comprised of \$5,850 (a percentage based on \$6,800 an acre and at \$8,500 an acre) for the land, \$655 as damages for crops & temporary construction easements, and \$13,125 as compensation for the loss of two preliminary platted residential lots. The owner agreed to convey the necessary easements for \$29,880; this is based on 30% of fee value for both parcels at \$8,000 an acre and \$9,000 an acre respectively, or \$3,940 and \$4,630 for the land, \$16,000 for the residential lots, \$1,310 for the temporary construction easements, and \$4,000 to correct drainage on the subject property impacted by the easement. Based on recent market data and drainage cost to cure estimates, this is a reasonable settlement.

**Financial Considerations:** \$30,880 is requested budget for the acquisition. \$29,880 towards the purchase price and \$1,000 for closing costs and title insurance. The funding source is future revenue bonds and/or Water Utility cash reserves.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure and provide reliable, compliant and secure utilities.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the budget expenditure and Real Estate Purchase Contract and 2) Authorize the necessary signatures.



**Attachments:** Real estate purchase agreement and aerial map.



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Nuisance Abatement Assessments (All Districts)

**INITIATED BY:** Department of Environmental Services

**AGENDA:** Consent

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**Recommendation:** Approve the assessments and ordinances.

**Background:** The Department of Environmental Services supported neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code in 2007. State law and local ordinances allow the City to clean up or mow private property that is in violation of environmental standards after proper notification of the responsible party. A private contractor performed the work and Environmental Services billed the cost to the property owner.

**Analysis:** State law and city ordinances allow placement of the cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and Environmental Services is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Nuisance abatement and mowing contractors are paid through budgeted appropriations from the City's General Fund. Placement of special assessments provides for reimbursement of these expenditures to the City. Nuisance abatements to be placed on special assessment total \$113,233.26 and weed-mowing charges total \$61,191.18.

**Goal Impact:** This action supports the goal of Core Area and Vibrant Neighborhoods by continuing cleanup and abatement for properties that are detrimental to Wichita neighborhoods.

**Legal Considerations:** These assessments are in accordance with Chapters 7.40.050 and 7.40.060 of the City Code. This agenda report has been reviewed and approved by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List for Special Assessment



<b><u>Weed Mowing:</u></b>	<b><u>Amount</u></b>	<b><u>District #</u></b>
O/H @ 140 S. Sheridan	114.99	4
V/H @ 2021 N. Park Place	114.99	6
V/L S of 647 N. Poplar	114.99	1
V/H @ 1138 N. Ash	114.99	1
V/L W of 1349 N. Minnesota	114.99	1
V/L N of 402 N. Minnesota	114.99	1
V/L SW cor Merton & Meridian	114.99	4
V/L btwn 1312 & 1322 S. Vine	114.99	4
V/L N of 1807 S. Everett	114.99	4
V/H @ 1932 S. Sedgwick	114.99	4
O/Duplex @ 508 E. Indianapolis	114.99	1
V/L btwn 1822 & 1834 S. Santa Fe	114.99	3
V/L btwn 1801 & 1811 S. St Francis	114.99	3
O/H @ 2819 W. Angel	114.99	4
V/H @ 912 N. Bebe	114.99	6
O/H @ 3500 N. Arkansas	114.99	6
V/H @ 2344 N. Lorraine	114.99	1
V/H @ 2234 N. Woodland	114.99	6
V/L N of 2222 N. Shelton	114.99	6
O/H @ 1936 N. Payne	114.99	6
V/Bldg @ 206 E. 18th	114.99	6
V/L SW cor 17th & Minnesota	114.99	1
V/L NW cor 15th & Kansas	114.99	1
V/L S of 1437 N. Madison	114.99	1
O/H @ 1515 N. Vassar	114.99	1
V/L N of 1515 N. Vassar	114.99	1
V/H @ 1525 N. Vassar	114.99	1
V/H btwn 1037 & 1043 N. Cleveland	114.99	1
O/Fourplex @ 227 N. Hydraulic	114.99	1
O/Fourplex @ 223 N. Hydraulic	114.99	1
V/Bldg @ 1819 E. Douglas	114.99	1
O/Duplex @ 4217 E. Lincoln	114.99	3
V/H @ 1307 E. Orme	114.99	3
O/H @ 2117 S. Topeka	114.99	3
V/H @ 1220 E. Catalina	114.99	3
V/H @ 8732 E. Boston	114.99	2
V/L SE cor Pawnee & George Washington Blvd	166.00	3
O/H @ 1603 N. Pine Grove	114.99	5
V/L S of 1213 N. St Paul	114.99	6
V/H @ 2710 N. Wellesley	114.99	1
V/H @ 2457 N. Chautauqua	114.99	1
V/H @ 2356 N. Grove	114.99	1
V/L E of 2704 N. Wellington Place	114.99	6
V/H @ 1956 N. Spruce	114.99	1
V/L SW cor 15th & Poplar	114.99	1
V/L SE cor 14th & Piatt	114.99	1
V/L N of 1446 N. Piatt	114.99	1
V/L N of 1620 N. Oliver	114.99	1
V/H @ 4621 E 10th N	114.99	1
O/H @ 1107 N. Dellrose	114.99	1
V/L btwn 1212 & 1222 N. Dellrose	114.99	1
V/L btwn 1303 & 1311 N. Piatt	114.99	1
V/Fourplex @ 1222 N. Piatt	114.99	1
V/L 2 N of 1133 N. Piatt	114.99	1



V/L N of 1133 N. Piatt	114.99	1
V/L @ SW cor 11th & Spruce	114.99	1
V/L N of 1127 N. Spruce	114.99	1
V/L SE cor Ash & Elm	114.99	1
V/L 2 S of SE cor Ash & Elm	114.99	1
V/L S of 1235 N. Ash	114.99	1
V/L N of 1312 N. Kansas	114.99	1
V/H @ 406 N. Terrace	114.99	1
V/H @ 553 S. Lightner Dr	114.99	2
V/H @ 1422 S. Martinson	114.99	4
O/H @ 2137 S. Emporia	114.99	3
V/H @ 1838 S. Topeka	114.99	3
V/H @ 1942 S. Washington	114.99	3
V/L S of 701 E. Harry	114.99	3
V/L 2 S of 701 E. Harry	114.99	3
O/H @ 1717 S. Mosley	114.99	3
V/L btwn 3041 & 3065 S. Yale	114.99	3
V/L 2 N of NW cor Pawnee & Oak Knoll	379.00	2
V/H @ 1028 S. Dalton	114.99	2
V/H @ 746 N. Doris	114.99	6
V/H @ 2413 N. Poplar	114.99	1
O/H @ 1823 E. McFarland	114.99	1
O/H @ 1807 E. 24th N	114.99	1
V/L N of 2027 N. Estelle	114.99	1
V/H @ 1858 N. Pennsylvania	114.99	1
V/L SE cor 19th & Ash	114.99	1
V/L N of 1752 N. Kansas	114.99	1
V/L S of 1638 N. Kansas	114.99	1
V/L N of 1618 N. Kansas	114.99	1
V/H @ 1612 N. Kansas	114.99	1
V/H @ 1602 N. Kansas	114.99	1
O/Duplex @ 2702 E. 15th	114.99	1
V/L S of 551 N. Madison	114.99	1
V/Duplex @ 2415 E. Murdock	114.99	1
V/H @ 2020 W. Douglas	114.99	4
V/L S of 434 N. Ash	114.99	1
V/L btwn 902 S. Topeka & 415 E. Indianapolis	114.99	1
V/H @ 1502 S. Laura	114.99	1
V/H @ 1117 S. Main	114.99	1
V/H @ 2601 S. Victoria	114.99	3
V/L btwn 2940 & 2988 S. Clifton	114.99	3
V/L SW cor Zelta & Waterman	121.99	2
V/Bldg @ 3501 N Broadway	114.99	6
V/H @ 2422 N Minnesota	114.99	1
V/H @ 1927 E Looman St	114.99	1
V/H @ 1855 N Market	114.99	6
V/L S of 1747 N Lorraine	114.99	1
V/H @ 1701 N Lorraine	114.99	1
V/L SW corner 12th & Minnesota	114.99	1
V/L SW corner 10th & Ohio	114.99	1
V/L between 1103 & 1109 N Ohio	114.99	1
V/H @ 1109 N Ohio	114.99	1
V/L 2nd N of 1139 N Indiana	114.99	1
V/H @ 1326 N Ohio	114.99	1
O/H @ 120 S Green	114.99	1
V/H S of 941 S Main	114.99	1



O/H @ 1333 S Gordon	114.99	4
O/H 1811 S Everett	114.99	4
V/L S of 1854 S Palisade	114.99	3
V/H @ 2116 S Wichita	114.99	3
V/H @ 2453 S Holyoke Ct	114.99	3
V/Triplex @ 3373 E Roseberry Ct	114.99	3
V/Bldg @ 1545 E Pawnee	114.99	1
V/Bldg @ 1551 E Pawnee	114.99	1
V/H @ 2804 S Bonn	114.99	4
V/H @ 4523 S Martinson Ave	114.99	4
O/H 7708 E Lincoln	114.99	2
V/L E of 15605 E Rosewood	114.99	2
V/L behind 1235 N Maize	114.99	5
V/L S of 3544 N Fairview	114.99	6
V/L btwn 2307 & 2317 N Piatt	114.99	1
V/H @ 2361 N Green	114.99	1
V/L NE corner 23rd & Green	114.99	1
V/H @ 2034 N Waco	114.99	6
V/H @ 1543 N Park Place	114.99	6
V/L NW corner 16th & Topeka	114.99	6
V/L btwn 3022 & 3032 E Maplewood	114.99	1
V/L S of 1924 N Hydraulic	114.99	1
V/L 2nd S of 1924 N Hydraulic	114.99	1
V/H @ 1724 N Minnesota	114.99	1
O/H @ 1740 N Chautauqua	114.99	1
V/H @ 1547 N Estelle	114.99	1
V/L NW corner 15th & Kansas	114.99	1
V/L N of 1325 N Kansas	114.99	1
V/H @ 1325 N Kansas	114.99	1
O/H @ 1334 N Minnesota	114.99	1
O/H @ 1243 N Madison	114.99	1
V/L SW corner 12th & Piatt	114.99	1
V/H @ 515 N Poplar	114.99	1
V/H @ 2414 W Martha	114.99	4
V/Apts @ 125 S Seneca	114.99	6
V/L btwn 332 & 326 N Kansas	114.99	1
O/Duplex @ 6233 E Eilerts	114.99	1
V/H @ 724 S Laura	114.99	1
O/H @ 1227 S Lulu	114.99	1
V/L 2nd N of 1314 S Main	114.99	1
V/L N of 1807 S Everett	114.99	4
V/H @ 1832 S George Washington Ct	114.99	3
V/L btwn 2317 & 2327 S Washington	114.99	3
O/H @ 3860 Pawnee Ct	114.99	3
O/H @ 3014 E Southfork Ct	114.99	3
O/H @ 1402 E Fortuna	114.99	3
V/H @ 136 S Hillsdale	114.99	2
V/L W of 8400 E 32nd St N	133.00	2
V/L across from 8650 E 32nd St N	144.00	2
V/L across from 8710 E 32nd St N	131.00	2
V/L S of 3159 N. Market	114.99	6
V/L behind 6730 W. Central	114.99	5
V/L S of 1322 Westfield	114.99	5
V/H @ 5201 E. Looman	114.99	1
V/H @ 1853 N. Market	114.99	6
V/Bldg @ 2011 E. 21st N	121.99	1



V/L btwn 2423 & 2509 E. Stadium	114.99	1
V/L btwn 2139 & 2151 E. Shadybrook	114.99	1
V/L E of 2201 E. Mossman	114.99	1
V/H @ 1014 N. Indiana	114.99	1
V/H @ 937 N. Indiana	114.99	1
V/L btwn 835 & 841 N. Wabash	114.99	1
V/L S of 1032 N. Ohio	114.99	1
V/L btwn 1221 & 1225 N. Ohio	114.99	1
V/L N of 1151 N. Ohio	114.99	1
O/H @ 642 S. Rutan	114.99	3
V/Duplex @ 4326-4348 E. Wilma	114.99	3
O/H @ 2117 S. Topeka	114.99	3
V/H @ 1023 S. Rosalie	114.99	2
V/H @ 7721 E. Morris	114.99	2
O/H @ 1422 E. 45th S	114.99	3
O/H @ 3234 N Porter	114.99	6
V/L W of 4302 E Norwood	114.99	1
V/L 2nd W of 4302 E Norwood	114.99	1
V/H @ 2539 N Estelle	114.99	1
V/L SW corner 19th & Hydraulic	636.00	1
V/L S of 1539 N Emporia	114.99	6
V/H @ 2402 E 20th St N	114.99	1
V/L SW corner Erie & Shadybrook	114.99	1
V/H @ 2635 E Stadium	114.99	1
V/L N of 1318 N Chautauqua	114.99	1
V/L N of 1343 N Erie	114.99	1
O/H @ 1027 N Volutsia	114.99	1
V/L 2nd N of 1332 N Poplar	114.99	1
V/L S of 1228 N Poplar	114.99	1
V/L S of 1231 N Poplar	114.99	1
V/L SW corner 12th & Poplar	114.99	1
V/L SE corner 11th & Estelle	114.99	1
V/L SW corner 10th & Green	114.99	1
V/H @ 1115 N Green	114.99	1
V/L SE corner 12th & Green	114.99	1
V/L N of 1237 N Green	114.99	1
V/H @ 300 S Elizabeth	114.99	4
V/H @ 1338 S Sedgwick	114.99	4
V/H @ 2127 S Spruce	114.99	3
V/H @ 2251 S Old Manor	114.99	3
V/H @ 1926 S Elpyco	114.99	3
V/L SE corner Angel & Edwards Cr	114.99	4
V/L NE corner Angel & Edwards Cr	114.99	4
V/L 2nd N of NE corner Angel & Edward Cr	114.99	4
V/L 3rd N of NE corner Angel & Edwards Cr	114.99	4
V/L N of 4613 S Edwards Cr	114.99	4
V/L N of NW corner Angel & Edwards Cr	114.99	4
V/L NW corner Angel & Edwards Cr	114.99	4
V/L 3rd N of 2810 Angel Ct	114.99	4
V/L N of 2838 Angel Ct	114.99	4
V/L E of 2819 W Angel Ct	114.99	4
V/L N of 345 S Grand Mere Ct	114.99	2
V/L btwn 1311 & 1319 S. Three Wood	114.99	5
V/H @ 640 N. Karren	114.99	5
V/L behind 613 N. Ridge Rd	166.00	5
V/L btwn 532 & 540 S. All Hallows	114.99	4



V/H @ 2234 N. Woodland	114.99	6
V/H @ 1814 N. Woodrow Ct	114.99	6
O/H @ 1849 N. Waco	114.99	6
V/H @ 1731 N. Estelle	114.99	1
V/L N of 1731 N. Estelle	114.99	1
V/H @ 1748 N. Estelle	114.99	1
V/L btwn 2314 & 2324 N. Volutsia	114.99	1
V/L S of 1437 N. Madison	114.99	1
V/H @ 2611 E. 13th	114.99	1
V/H E of 2717 E. 9th	114.99	1
V/L behind 707 N. Washington	114.99	6
RR row-SW Murdock & Washington	170.00	6
V/L S of 1212 N. Chautauqua	114.99	1
V/L S of 647 N. Poplar	114.99	1
V/H @ 938 N. old Manor	114.99	1
V/Bldg @ 1819 E. Douglas	114.99	1
V/H @ 140 S. Estelle	114.99	1
V/H @ 553 S. Lightner	114.99	2
V/H @ 1932 S. Sedgwick	114.99	4
O/H @ 1831 S. St Paul	114.99	4
V/L btwn 1813 & 1821 S. Water	114.99	3
V/L S of 1912 S. Waco	114.99	3
O/H @ 4240 E. Kinkaid	114.99	3
V/H @ 1831 S. Green Acres	114.99	3
O/Duplex @ 3193 Davidson	114.99	3
V/H 2 W of 1711 W. Campus	114.99	4
V/H W of 1711 W. Campus	114.99	4
V/H @ 920 W. 63rd S	114.99	4
V/Duplex @ 2200 S. White Oak	114.99	2
V/Duplex @ 2202 S. White Oak	114.99	2
O/H @ 11030 E. Fawn Grove	114.99	2
Rr Row W of Ridge btwn N 29th N. & 37th N	665.00	5
V/H @ 918 N. St Paul	114.99	6
V/L S of 918 N. St Paul	114.99	6
O/H @ 2511 N. Jackson	114.99	6
V/H @ 2611 N. Park Place	121.99	6
V/H @ 1814 N. Jackson	114.99	6
V/H @ 2415 E. 16th N	114.99	1
V/L N of 1410 N. Lorraine	114.99	1
V/H @ 2807 E. Stadium	114.99	1
V/L SE cor 8th & Harding	114.99	1
V/H @ 4911 E. Elm	114.99	1
V/H @ 803 N. Terrace	114.99	1
V/H @ 1051 N. Spruce	114.99	1
V/H @ 1122 N. Poplar	114.99	1
V/L E of 1156 N. Poplar	114.99	1
V/H @ 1331 N. Green	114.99	1
V/H S of 1027 N. Volutsia	114.99	1
V/H @ 1242 N. Volutsia	114.99	1
V/L S of 1235 N. Ash	114.99	1
V/L S of 1321 N. Santa Fe	114.99	6
V/L N of 402 N. Minnesota	114.99	1
O/4plex @ 429 N. Piatt	114.99	1
V/H @ 406 N. Terrace	114.99	1
O/H @ 847 S. Crestway	114.99	3
V/H @ 1533 S. Water	114.99	1



V/H @ 1333 S. Gordon	114.99	4
V/L SW cor Orient & Everett	114.99	4
O/H @ 2002 S. Greenwood	114.99	3
O/Twin home @ 8730 E. Boston	114.99	2
O/Twin home @ 8732 E. Boston	114.99	2
V/L W of 209 N. Gateway	114.99	2
V/L W of 12533 E. Killarney	114.99	2
V/L btwn 3113 & 3121 N. Ridgeport	114.99	5
V/H @ 3156 N. Arkansas	114.99	6
V/H @ 737 N. Boyd	114.99	6
V/H @ 238 N. Joan	114.99	6
V/L behind 234 S. Kessler	114.99	4
V/H @ 525 S. Meridian	114.99	4
V/H @ 2312 N. Mascot	114.99	6
V/H @ 2389 N. Salina	114.99	6
V/H @ 1922 N. Minnesota	114.99	1
V/L SW cor 17th & Minnesota	114.99	1
V/H @ 1759 N. Piatt	114.99	1
V/Duplex @ 2922-2924 E. 16th N	114.99	1
V/H S of 1237 N. Mathewson	114.99	1
V/L NW cor 11th & Cleveland	114.99	1
V/H @ 1101 N. New York	114.99	1
V/H @ 909 N. Water	114.99	6
O/Bldg @ 924 N. Water	114.99	6
V/H @ 146 S. Estelle	114.99	1
V/H @ 703 S. Holyoke	114.99	1
O/H @ 1412 W. Haskell	114.99	4
V/H @ 603 W. 25th S	114.99	4
O/H @ 5406 S. Market	114.99	4
O/H @ 5418 S. Market	114.99	4
O/H @ 5414 S. Market	114.99	4
O/H @ 2210 S. Emporia	114.99	3
V/L S of 701 E. Harry	114.99	3
V/L 2 S of 701 E. Harry	114.99	3
V/L N of 1941 S. Greenwood	114.99	3
Rr Row W of 2820 S. Greenway	539.00	3
V/L SE cor Pawnee & Roseberry	114.99	3
V/L 2 S of SE cor Pawnee & Roseberry	114.99	3
V/L E of 15319 E. Castle	114.99	2
V/L 2 E of 15319 E. Castle	114.99	2
O/H @ 1324 N. Brunswick Ct	114.99	5
V/L N of 1914 N. Lorraine	114.99	1
V/H @ 305 S. Oak	114.99	4
V/Parking lot S of 324 N. Emporia	114.99	6
V/H @ 1163 S. Pineridge	114.99	3
V/H @ 827 S. Longfellow	114.99	2
O/4plex @ 632 S. Hunter	114.99	2
V/L E of 11711 E. Crestwood	114.99	2
V/L W of 11708 E. Crestwood	114.99	2
O/H @ 724 N. Dougherty	114.99	6
V/L NW cor 43rd & Dale	114.99	6
V/L E of 3343 N. Fairview	114.99	6
V/L SW cor 23rd & Poplar	114.99	1
O/Bldg NE cor 21st & Market	114.99	6
V/H @ 1345 N. River Blvd	114.99	6
V/H @ 1235 N. Ash	114.99	1



V/L SW cor 15th & Poplar	114.99	1
V/Bldg @ 2011 E. 21st	121.99	1
V/L btwn 2914 & 2926 E. Stadium	114.99	1
V/L btwn 3022 & 3034 E. Maplewood	114.99	1
V/L N of 422 N. Piatt	114.99	1
V/L 2 N of 422 N. Piatt	114.99	1
V/H @ 4953 E. Morris	114.99	3
O/H @ 1908 S. Sedgwick	114.99	4
V/H @ 1933 S. Wichita	114.99	3
V/H @ 2033 S. Wichita	114.99	3
O/H @ 1658 S. Santa Fe	114.99	3
O/H @ 1832 S. George Washington Ct	114.99	1
O/H @ 3723 E. Funston	114.99	3
O/H @ 3423 S. Seneca	114.99	4
V/H @ 4421 S. Osage	114.99	4
V/H @ 641 N. Beech	114.99	2
V/L E of 14307 W. Sheriac Cr	114.99	5
V/L E of 331 N. Kansas	114.99	1
V/H @ 629 S. Sylvan Ln	114.99	3
V/H @ 701 S. Bluff	114.99	3
V/H @ 841 S. Fountain	114.99	3
V/H @ 2117 S. Topeka	114.99	3
V/H @ 2804 S. Bonn	114.99	4
O/H @ 2502 E. Stafford	114.99	3
V/H @ 3022 E. Maplewood	114.99	1
V/L N of 1712 N. Erie	114.99	1
V/L N of 1538 N. Erie	114.99	1
V/H @ NE cor 13th & Chautauqua	114.99	1
V/H @ 1837 N. Madison	114.99	1
V/H @ 1724 N. Minnesota	114.99	1
O/H @ 1407 N. Pinecrest	114.99	1
V/L behind 1349 N. Minnesota	114.99	1
V/L SW cor 12th & Minnesota	114.99	1
V/L NW cor 12th & Minneapolis	114.99	1
V/H @ 1242 N. Grove	114.99	1
V/Bldg @ 1624 E. Central	114.99	1
V/L N of 1146-1148 N. Market	114.99	6
V/Bldg @ 623 W. Douglas	114.99	4
V/H @ 1214 W. 1st	114.99	4
O/H @ 425 S. Clifton	114.99	2
O/H @ 1811 S. Everett	114.99	4
O/H @ 4651 S. Oak	114.99	4
V/L btwn 210 & 202 N. Gateway	114.99	2
V/L E of 15916 E. Lynwood	114.99	2
V/H @ 3248 N. Cranberry	114.99	2
Rr Row behind & E of 37th N & Pepperridge	337.00	5
O/H @ 3015 N. Park Place	114.99	6
Rr row along Zoo Blvd from 13th to I 235	139.00	6
Rr Row N of 516 N. Edwards	125.00	6
V/H @ 2361 N. Green	114.99	1
V/H @ 2902 N. Charles	114.99	6
V/L N of 1325 N. Kansas	114.99	1
V/L N of 1312 N. Kansas	114.99	1
V/L W of 2631 E. 9th	114.99	1
V/L S of 647 N. Poplar	114.99	1
V/H @ 207 N. Spruce	114.99	1



V/H @ 1858 S. Estelle	114.99	3
V/L N of 3065 S. Yale	114.99	3
V/H between 3367 & 3377 E. Roseberry Ct	114.99	3
V/Bldg @ 1551 E. Pawnee	114.99	1
V/Bldg @ 1545 E. Pawnee	114.99	1
V/H W of 1711 W. Campus	114.99	4
V/H @ 5507 S. Glenn	114.99	4
V/L behind 3219 Blue Lake Ct	978.00	4
O/H @ 6337 E. Orme	114.99	2
V/L E of 8338 W. 13 <sup>th</sup>	114.99	5
V/L S E of 8338 W. 13 <sup>th</sup>	114.99	5
V/H @ 3002 W. Taft	114.99	4
V/L N of 2307 N. Piatt	114.99	1
V/H @ 1855 N. Market	114.99	6
V/H @ 1726 N. Minnesota	114.99	1
V/H @ 1738 N. Poplar	114.99	1
V/L N of 1425 N. Grove	114.99	1
O/H @ 201 N. Athenian	114.99	4
V/H @ 901 S. Dodge	114.99	4
V/H @ 1337 S. Dodge	114.99	4
V/L SW cor Everett & Orient	114.99	4
O/H @ 1819 S. Everett	114.99	4
O/H @ 3860 E. Pawnee Ct.	114.99	3
V/H @ 2453 S. Holyoke Ct	114.99	3
V/H @ 5005 E. New Jersey	114.99	3
V/H @ 2200 S. White Oak	114.99	2
V/L 2 N of NW cor Pawnee & Oak Knoll	379.99	2
O/H @ 7723 W. Nantucket	114.99	5
O/H @ 7807 W. Nantucket	114.99	5
V/L @ SE cor 2nd & Baehr	114.99	4
V/H @ 1539 N. Chautauqua	114.99	1
V/L SE cor 19th & Ash	114.99	1
V/L N of 1752 N. Kansas	114.99	1
V/H @ 1745 N. Erie	114.99	1
V/H @ 1621 N. Ken Mar	114.99	1
V/H @ 938 N. Terrace	114.99	1
V/L N of 554 N. Ash	114.99	1
V/L @ SE cor Elm & Ash	114.99	1
V/L S of 706 N. Piatt	114.99	1
V/L W of 2528 E. Mossman	114.99	1
V/Duplex @ 2511 E. 9 <sup>th</sup>	114.99	1
V/L btwn 914 & 926 N. Piatt	114.99	1
V/L N of 1024 N. Grove	114.99	1
O/H @ 1036 N. Grove	114.99	1
V/L @ SW cor 12th & Piatt	114.99	1
V/L SW cor 11th & Spruce	114.99	1
V/H S of 941 S. Main	114.99	1
V/H @ 1335 S. Water	114.99	1
O/H W of 1027 W McCormick	114.99	4
V/L @ SW cor Orient & Vine	114.99	4
V/H @ 1931 S. Wichita	114.99	3
V/L S of vacant duplex @ 2881 S. Rutan	114.99	3
V/L behind 3009 S. Clifton	114.99	3
V/Bldg @ 5255 S. Broadway	121.99	4
V/L behind 10100 blk E. Lincoln	153.00	2
V/Bldg @ 11770 W. 21 <sup>st</sup>	121.99	5



V/L N of 1225 N. Doris	114.99	6
V/L S of SE cor Taft & Custer	154.00	4
O/H @ 1831 S. St Paul	114.99	4
V/L 2 N of 1446 N. Piatt	114.99	1
V/L N of 1430 N. Lorraine	114.99	1
V/L S of 526 N. Poplar	114.99	1
V/H @ 1123 N. Spruce	114.99	1
O/Duplex @ 6018 E. Oakwood	114.99	2
O/H @ 1415 S. Martinson	114.99	4
V/L N of 1422 S. Elizabeth	114.99	4
V/H @ 2328 S. Vine	114.99	4
V/H @ 1831 S. Green Acres	114.99	3
V/L E of 2600 S. Vassar Ct	114.99	3
V/L btwn 2940 & 2988 S. Clifton	114.99	3
V/H @ 2629 S. Linden	114.99	2
V/Duplex @ 2801-2803 W. Elm	114.99	6
O/H @ 511 S. Chase	114.99	4
V/L S of 1543 S. Edwards	114.99	4
O/H @ 1716 N. Minneapolis	114.99	1
V/H @ 1308 N. Minneapolis	114.99	1
V/H S of SE cor Elm & Piatt	114.99	1
O/H btwn 1010 & 1016 S. Market	114.99	6
O/H @ 2125 W. McCormick	114.99	4
V/L S. Side of Murdock N. Doris & N Elder	176.00	6
V/H @ 1507 S. Richmond	114.99	4
V/H @ 1517 N. Volutsia	114.99	1
V/L N. of 402 N. Minnesota	114.99	1
V/Triplex N. of 427 N. Piatt	114.99	1
V/H @ 2211 W. Irving	114.99	4
V/L N. of 12614 E. Lincoln	114.99	2
V/L btwn 3516 & 3544 N. Fairview	114.99	6
V/L NE cor 27th N. & Waco	114.99	6
V/H btwn 2533 & 2545 N Wellington Place	114.99	6
V/H btwn 1551 & 1563 N. Oliver	114.99	1
V/L btwn 1620 & 1632 N. Oliver	114.99	1
V/L btwn 636 & 644 N. Old Manor	114.99	1
O/H @ 2434 W. Jewell	114.99	4
V/L btwn 1801 & 1811 S. St Francis	114.99	3
V/L btwn 1822 & 1834 S Santa Fe	114.99	3
V/L S of 3560 N Waco	121.99	6
V/L S of 1548 N Ash	114.99	1
V/L between 1308 & 1318 N Indiana	114.99	1
V/H @ 937 N Indiana	114.99	1
V/H @ 527 W Boston Heights	114.99	1
O/H @ 1151 S Everett	114.99	4
V/H @ 1735 S Broadway	114.99	3
V/L between 5716 & 5732 S Jones	121.99	4
V/L behind 4025 E Stearman	114.99	3
V/L SW corner 21st & Garnett	140.00	2
V/L btwn 1642 & 1654 N. Ash	114.99	1
V/H @ 2408 E. 12 <sup>th</sup>	114.99	1
V/Bldg @ 4802-4808 E. Central	114.99	1
V/Bldg @ 4820-4822 E. Central	114.99	1
V/L S of 935 N. Ohio	114.99	1
O/H S of 1221 S. Dodge	114.99	1



<b><u>Lot Clean-Up:</u></b>	<b><u>Amount</u></b>	<b><u>District #</u></b>
428 S. Edwards	\$ 284.84	4
800 N. Glendale	820.90	1
2335 N. Jackson	833.83	6
Vacant Lot between 2446 & 2438 N. Minnesota	1,843.04	1
1139 N. Fairview	786.58	6
1420 N. Emporia	838.71	6
2736 S. Holyoke	859.98	3
1401 N. Park Place	632.11	6
623 S. Hydraulic	250.80	1
836 S. Topeka	583.37	1
1325 S. Hydraulic	662.64	1
3129 S. Clifton	480.86	3
2127 S. St Francis	607.97	3
614 S. Holyoke	606.14	3
1908 N. Madison	1,078.34	1
1021-1023 N. Jackson	538.00	6
Vacant Lot N of 4004 E. Cessna	1,031.34	3
Vacant Lot @ SE corner of Pawnee & Roseberry	1,033.34	3
Vacant Lot S of 1738 N. Lorraine	534.00	1
1025 N. Estelle	1,476.16	1
Vacant Lot N of 1333 N. Poplar	775.19	1
2802 N. Vassar	573.99	1
1335 S. Water	815.71	1
1434 N. Fountain	552.99	1
1225-1231 S. Longfellow Ln	810.31	2
1615 N. Oliver	860.83	1
1440 N. Fountain	556.99	1
104 S. Edgemoor	360.40	2
vacant lot E of 2219 E. Shadybrook	734.00	1
1727 N. Bluff	623.97	1
1230 N. Crestway	1,087.94	1
1037 S. Millwood	617.51	4
1422 S. Martinson	587.20	4
2338 N. Salina	632.11	6
1526 S. Water	563.33	1
vacant lot between 3681 E. Dunham & 3167 S. Yale	560.40	3
2535 N. Chautauqua	534.00	1
1002 W. 29 <sup>th</sup> N	406.00	6
3811 W. Taft	423.20	4
1011 S. Main	486.40	1
1351 S. Laura	564.40	1
3138 N. Park Place	782.93	6
2706 N. Fairmount	832.53	1
1701 N. Lorraine	622.13	1
2278 S. Pinecrest	831.23	3
1701 S. Catherine	378.58	4
3102 E. Ethel	604.53	1
3149 E. Timberlane	866.86	3
2010 E. Winchester	997.54	3
608 N. Madison	985.72	1
1116 N. Mathewson	1,551.51	1
921 N. Grove	985.72	1
1728 N. Kansas	832.51	1
331 N. Ash	579.18	1



4545 S. Cherry	1,228.44	4
733 S. Oliver	786.09	3
1701 S. Erie	584.99	3
3157 S. Bennett	600.53	4
01 S. Bluff	1,033.73	3
214 S. Gordon	989.06	4
2422 N. Minnesota	638.08	1
1323 N. Volutsia	822.31	1
832 S. Ash	805.39	1
1638 S. Sedgwick	913.23	4
2111 S. Topeka	939.45	3
2056 S. Poplar	970.74	3
1438 S. Sedgwick	1,168.66	4
2110 N. Garland	999.10	6
1110 N. Madison	564.40	1
546 N. Oliver	579.80	1
2655 N. Richmond	1,416.56	6
2935 N. Charles	1,090.37	6
7315 E. Indianapolis	553.40	2
2219 E. Shadybrook	774.40	1
vacant lLot S of 1747 N. Lorraine	393.50	1
727 S. Hydraulic	569.68	1
623 S. Martinson	1,250.24	4
211 E. 13 <sup>th</sup>	1,221.88	6
3337 N. Fairview	593.10	6
vacant lot N of 1944 N. Market	593.10	6
2911 E. 24 <sup>th</sup> N.	1,102.63	1
912 N. Water	1,869.10	6
2505 N. Market	1,899.57	6
2616 S. Lori Ct.	1,181.22	2
815 S. Erie	878.06	1
1429 N. Poplar	680.18	1
2604 S. Everett	880.18	4
vacant lot @ SE corner 8 <sup>th</sup> & Harding	356.00	1
2428 N. Salina	954.61	6
2701 E. Mossman	1,025.12	1
324 N. Clara	778.81	6
112 S. Florence	778.81	4
830 S. Richmond	818.40	4
3063 S. Glenn	836.51	4
1400 W. 50 <sup>th</sup> S	1,171.25	4
1511 N. Poplar	573.38	1
1727 N. Grove	769.38	1
1252 N. Erie	863.69	1
2452 S. Laura	795.58	3
158 N. Poplar	1,273.96	1
2758 N. Gentry	819.05	1
2521 N. Gentry	601.05	1
1832 N. Minneapolis	801.62	1
1211 N. Chautauqua	630.05	1
1221 N. Chautauqua	619.75	1
2446 N. Arkansas	828.16	6
1425 N. Grove	811.66	1
111 E. Gilbert	561.44	1
2127 S. Washington	1,303.01	3
2621 S. Everett	587.86	4



843 S. Emporia	2,774.93	1
2315 E. Murdock	479.05	1
2020 N. Pennsylvania	349.05	1
3141 N. Park Place	642.05	6
714 N. Mathewson	1,758.94	1
1434 N. Belmont	1,669.65	1
1522 N. Estelle	1,482.45	1
2121 S. Seneca	775.00	4
411 W. University	1,524.27	4
1934 S. Exposition	358.40	4
1643 S. Lulu	619.85	3
2002 S. Greenwood	956.71	3
1054 N. Green	1,176.30	1
1719 S. Sedgwick	896.38	6
1515 S. Lulu	971.45	1
719 E. Boston	852.42	1
1844 N. Westridge	611.26	5
606 Winterset	1,055.02	5
1212 N. Wabash	605.42	1
1122 N. Grove	1,226.50	1
vacant lot S of 1227 N. Green	664.63	1
632 N. Harding	809.07	1
2415 E. Murdock	887.70	1
2014 S. Everett	381.40	4
1819 E. Douglas	597.70	4
1038 W. 53 <sup>rd</sup> N.	879.19	6
428 S. Edwards	\$ 284.84	4
800 N. Glendale	820.90	1
2335 N. Jackson	833.83	6
Vacant lot between 2446 & 2438 N. Minnesota	1,843.04	1
1139 N. Fairview	786.58	6
1420 N. Emporia	838.71	6
2736 S. Holyoke	859.98	3
1401 N. Park Place	632.11	6
623 S. Hydraulic	250.80	1
836 S. Topeka	583.37	1
1325 S. Hydraulic	662.64	1
3129 S. Clifton	480.86	3
2127 S. St Francis	607.97	3
614 S. Holyoke	606.14	3
1908 N. Madison	1,078.34	1
1021-1023 N. Jackson	538.00	6
Vacant Lot N of 4004 E. Cessna	1,031.34	3
Vacant Lot @ SE corner of Pawnee & Roseberry	1,033.34	3
Vacant Lot S of 1738 N. Lorraine	534.00	1
1025 N. Estelle	1,476.16	1
Vacant Lot N of 1333 N. Poplar	775.19	1
2802 N. Vassar	573.99	1
1335 S. Water	815.71	1
1434 N. Fountain	552.99	1
1225-1231 S. Longfellow Ln	810.31	2
1615 N. Oliver	860.83	1
1440 N. Fountain	556.99	1
104 S. Edgemoor	360.40	2
vacant Lot E of 2219 E. Shadybrook	734.00	1
1727 N. Bluff	623.97	1



1230 N. Crestway	1,087.94	1
1037 S. Millwood	617.51	4
1422 S. Martinson	587.20	4
2338 N. Salina	632.11	6
1526 S. Water	563.33	1
vacant Lot between 3681 E. Dunham & 3167 S. Yale	560.40	3
2535 N. Chautauqua	534.00	1
1002 W. 29 <sup>th</sup> N	406.00	6
3811 W. Taft	423.20	4
1011 S. Main	486.40	1
1351 S. Laura	564.40	1
3138 N. Park Place	782.93	6
2706 N. Fairmount	832.53	1
1701 N. Lorraine	622.13	1
2278 S. Pinecrest	831.23	3
1701 S. Catherine	378.58	4
3102 E. Ethel	604.53	1
3149 E. Timberlane	866.86	3
2010 E. Winchester	997.54	3
608 N. Madison	985.72	1
1116 N. Mathewson	1,551.51	1
921 N. Grove	985.72	1
1728 N. Kansas	832.51	1
331 N. Ash	579.18	1
4545 S. Cherry	1,228.44	4
733 S. Oliver	786.09	3
1701 S. Erie	584.99	3
3157 S. Bennett	600.53	4
701 S. Bluff	1,033.73	3
214 S. Gordon	989.06	4
2422 N. Minnesota	638.08	1
1323 N. Volutsia	822.31	1
832 S. Ash	805.39	1
1638 S. Sedgwick	913.23	4
2111 S. Topeka	939.45	3
2056 S. Poplar	970.74	3
1438 S. Sedgwick	1,168.66	4
12110 N. Garland	999.10	6
11110 N. Madison	564.40	1
1546 N. Oliver	579.80	1
12655 N. Richmond	1,416.56	6
2935 N. Charles	1,090.37	6
7315 E. Indianapolis	553.40	2
2219 E. Shadybrook	774.40	1
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830 S. Richmond	818.40	4
3063 S. Glenn	836.51	4
1400 W. 50 <sup>th</sup> S	1,171.25	4
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1727 N. Grove	769.38	1
1252 N. Erie	863.69	1
2452 S. Laura	795.58	3
158 N. Poplar	1,273.96	1
2758 N. Gentry	819.05	1
2521 N. Gentry	601.05	1
1832 N. Minneapolis	801.62	1
1211 N. Chautauqua	630.05	1
1221 N. Chautauqua	619.75	1
2446 N. Arkansas	828.16	6
1425 N. Grove	811.66	1
111 E. Gilbert	561.44	1
2127 S. Washington	1,303.01	3
2621 S. Everett	587.86	4
843 S. Emporia	2,774.93	1
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1934 S. Exposition	358.40	4
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606 Winterset	1,055.02	5
1212 N. Wabash	605.42	1
1122 N. Grove	1,226.50	1
vacant lot S of 1227 N. Green	664.63	1
632 N. Harding	809.07	1
2415 E. Murdock	887.70	1
2014 S. Everett	381.40	4
1819 E. Douglas	597.70	4
1038 W. 53 <sup>rd</sup> N.	879.19	6



\_\_\_\_\_ Published in The Wichita Eagle on **January 18, 2008**

ORDINANCE NO. \_\_\_\_\_.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2008:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT	PROPERTY OWNER
W 3/4 A N 3 3/4 A S 20 1/4 A SW 1/4 00157000100UP NE 1/4 LY W OF CRK. HAROLD WAYNE SEC 32-26-1E 4067	114.99	A EWING, THELMA O & 3500 N ARKANSAS WICHITA KS 67204-
14.5 FT TRACT OF LAND IN NE1/4 LY ADJ TO & ELY OF THE ELY LI OF LOT 7 RAILWAY LLC JACKSON-WALKER ADDN. NE1/4 SEC 29-27-1E UTILITY ROLL 66762-4706	125.00	A 0041100UP CENTRAL KANSAS %K O RAILROAD 315 W 3RD ST PITTSBURG KS
14.5 FT TRACT OF LAND IN NE1/4 LY ADJ TO & ELY OF THE ELY LI OF LOT 7 RAILWAY LLC JACKSON-WALKER ADDN. NE1/4 SEC 29-27-1E UTILITY ROLL 66762-4706	337.00	A 0041100UP CENTRAL KANSAS %K O RAILROAD 315 W 3RD ST PITTSBURG KS
14.5 FT TRACT OF LAND IN NE1/4 LY ADJ TO & ELY OF THE ELY LI OF LOT 7 RAILWAY LLC JACKSON-WALKER ADDN. NE1/4 SEC 29-27-1E UTILITY ROLL 66762-4706	665.00	A 0041100UP CENTRAL KANSAS %K O RAILROAD 315 W 3RD ST PITTSBURG KS



LOT 126 & S1/2 LOT 128 WATER ST & SALLY A TRS MUNGERS ORIGINAL TOWN 1800	114.99	A 00553 MINTER, J STANLEY  2624 N DUBLIN CIR WICHITA KS 67226-
LOT 123 WATER ST. MUNGER'S ORIGINAL TOWN 1735	114.99	A 005910001 DALE, GREGORY 313 S BROOKSIDE WICHITA KS 67218-
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD. 1451	114.99	A 015640001 WIMBERLY, THOMAS % THOMAS WIMBERLY 1813 N ST PAUL WICHITA KS 67203-
LOTS 73-75 PARK PL. & JOANN P LAUCK'S ADD. 4918	114.99	A 01830 VALENTINE, DALE E  2015 S WATER WICHITA KS 67213-
LOT 42 & S 19 FT LOT 44 BLOCK 5 INC FAIRVIEW ADD.	114.99	A 02180 DELYN ENTERPRISES  429 S TERRACE DR WICHITA KS 67214
E 90 FT N 6 FT LOT 44 & E 90 FT LOTS 46-48 BLOCK 5 GEORGE FAIRVIEW ADD. 3644	114.99	A 02181 HERRON, HENRY  5432 S SANTA FE WICHITA KS 67216-
E 90 FT N 6 FT LOT 44 & E 90 FT LOTS 46-48 BLOCK 5 GEORGE FAIRVIEW ADD. 3644	114.99	A 02181 HERRON, HENRY  5432 S SANTA FE WICHITA KS 67216-
LOTS 1-3-5 & 7 BLOCK 8 SERVICING LLC FAIRVIEW ADD.	114.99	A 02223 BAYVIEW LOAN  5TH FLR



LEON BLVD		4425 PONCE DE
33146-1837		CORAL GABLES FL
LOT 16	114.99	A 02287
MAIN ST		BAILEY, LEONARD R
& LUE B		1507 N
MAY ADD		WICHITA KS 67214-
MINNEAPOLIS		
1728		
LOTS 53-55	114.99	A 02501
BLOCK 6		ESPINOZA, VICTOR
M		2569 BURNS
CAREY PARK ADD.		WICHITA KS 67204-
5835		
LOTS 82-84	114.99	A 02521
BLOCK 6		HSBC MORTGAGE
SERVICES INC		636 GRAND REGENCY
CAREY PARK ADD		BRANDON FL 33510-
BLVD		
3942		
LOT 20 & N 16 FT LOT 22	114.99	A 02588
BLOCK 2		DEBOER, KIPP G
AVONDALE ADD.		2034 N WACO
2756		WICHITA KS 67203-
LOTS 45-47	114.99	A 02853
BLOCK 2		GUTIERREZ, ROGER
G & RAQUEL		3315 RAVEN RANCH
HIGHLAND ADD.		SAN ANTONIO TX
78253-5458		
LOTS 348-350	114.99	A 03206
JACKSON AVE.		OLIVAS, LORENZO R
ROSENTHAL'S SUB.		2511 N JACKSON
6123		WICHITA KS 67204-
S 17 FT LOT 5-ALL LOTS 7-9-11-13	121.99	A 033120001
BLOCK 3		BENEFICIAL
FINANCE		9099 W CENTRAL
BUCKEYE ADD.		



3805		WICHITA KS 67212-
AT&SF RR ROW LY WITHIN SEDGWICK COUNTY & THE COMPANY CITY OF WICHITA R CO, TAX DEPT	170.00	A 0500100UP AT & SF RAILWAY  BURLINGTON N & SF  PO BOX 961089 FT WORTH TX
76161-0089		
MO-PAC ROW IN NE 1/4 SEC 20-27-1E  CORP.	139.00	A 0500200UP MOPAC RR CO % UNION PACIFIC  PO BOX 2500 BROOMFIELD CO
80038-2500		
ROCK ISLAND ROW LY WITHIN LIMITS OF CITY OF WICHITA UTILITY ROLL PACIFIC RR	539.00	A 0500300UP ROCK ISLAND RR % MISSOURI  MAIL STOP 1690 1400 DOUGLAS ST OMAHA NE 68179-
1001		
LOTS 17-19 PAYNE AVE. HERNANDEZ- PAYNE'S SUB.	114.99	A 05049 RAMIREZ, RUBEN  1936 PAYNE WICHITA KS 67203-
2343		
LOTS 2-4 & N 5 FT LOT 6 LUCY AVE RIVERBEND ADD.	114.99	A 050810002 MEGHA HOMES INC 1913 W DRIFTWOOD WICHITA KS 67204
LOTS 16-18 & N1/2 LOT 20 ARMSTRONG AVE. SOPHANY IM BUENA VISTA SUB.	114.99	A 051220001 YITH, SHAWN &  10101 E STAFFORD WICHITA KS 67207
LOTS 16-18 & N1/2 LOT 20 ARMSTRONG AVE. SOPHANY IM BUENA VISTA SUB.	114.99	A 051220001 YITH, SHAWN &  10101 E STAFFORD WICHITA KS 67207



S 50 FT W 1/2 LOT 11 EXC E 11 FT MASCOT AVE. GUTHRIE'S ADD.  5915	114.99	A 051580001 URBINA, MANUEL 2312 N MASCOT WICHITA KS 67204-
S 8 FT LOT 29-ALL LOT 31 & N 0533803A10003 17 FT LOT 33 COOLIDGE NOW WOODROW CT. CT. FORD & CRANES ADD. 2958	114.99	A  NGUYEN, THINH 1814 N WOODROW  WICHITA KS 67203-
LOTS 105-107 MAIN ST ENTERPRISE LLC LEE'S ADD.  4635	114.99	A 06011 CHARUTS  2655 N RICHMOND WICHITA KS 67204-
LOTS 105-107 MAIN ST ENTERPRISE LLC LEE'S ADD.  4635	114.99	A 06011 CHARUTS  2655 N RICHMOND WICHITA KS 67204-
LOTS 155-157 MAIN ST. LEE'S ADD. CR	114.99	A 06024 MACNEIL, JOHN A 2318 S RUTLEDGE  WICHITA KS 67209
S 5 FT LOT 120-ALL LOT 122 MARKET ST. VERONICA GARCIA LEE'S ADD.  9999	114.99	A 06041 BERNON, MOISES &  GENERAL DELIVERY SALEM OR 97301-
LOT 75 & N1/2 LOT 77 WATER ST. REBECCA B EDSON FEGTLYS ADD. & FRANK W WOODMAN JR  5211	114.99	A 06419 SMITH, DANNY R &  % FRANK W WOODMAN  1335 S WATER ST WICHITA KS 67213-



W 90 FT S 5 FT LOT 48 & W 90 FT LOT 50 JAMES F MAIN ST. BAYLEY'S 2ND. SUB. 4939	114.99	A 06555000B CANTERBERRY,  2160 S EXCHANGE WICHITA KS 67213-
LOTS 21-23 WATER ST. BARTHOLOMEW'S ADD.  5115	114.99	A 06736 REYNOLDS, NOAL S 2028 S LAURA ST WICHITA KS 67211-
LOTS 78-80 LAWRENCE AVE HUONG T VO ENGLISH 6TH. ADD.  4122	114.99	A 06861 NGUYEN, UT V &  1735 S BROADWAY WICHITA KS 67211-
S 16 2/3 FT LOT 112 & N 16 2/3 FT LOT 114 WATER ST. & TERRI J ENGLISH'S 7TH. ADD. URBAN DEV  66101-2404	114.99	A 07001 MULLIN, HARLEY M  % SEC HOUSING &  600 STATE AVE KANSAS CITY KS
LOTS 5-7 WACO AVE. & JOSEPH L ZACHAKE ENGLISH'S 9TH. ADD.  5065	114.99	A 07159 STEERMAN, AMBER L  1922 S WACO WICHITA KS 67213-
LOTS 18-20 WICHITA ST INVESTMENT ENGLISH'S 9TH ADD.  5629	114.99	A 07191 COCHRAN-STEWART  KS PARTNERSHIP 2347 N AMIDON WICHITA KS 67204-
LOTS 22-24 WICHITA ST. ENGLISH'S 9TH. ADD.  4822	114.99	A 07192 GABEL, CRAIG 2131 S BROADWAY WICHITA KS 67211-
LOTS 70-72	114.99	A 07201



WICHITA ST. M ENGLISH'S 9TH. ADD.  67047		FLICKING, GEORGIA  166 LAKESHORE LN FALL RIVER KS
LOTS 101-103 WICHITA ST. ENGLISH'S 9TH. ADD.  4822	114.99	A 07241 GABEL, CRAIG 2131 S BROADWAY WICHITA KS 67211-
LOTS 23-24 SUPPL PLAT OF ROSENTHAL'S 5TH. ADD. & MONA	114.99	A 07689 BRESHEARS, LARRY  3102 S MT CARMEL WICHITA KS 67217
LOTS 8-9 SUNFLOWER ADD. PATRICIA  1073	114.99	A 079990002 GAUNA, PHILLIP &  APT C 1721 N MARKET ST WICHITA KS 67214-
E 12 1/2 FT LOT 133 - ALL LOT 134 NORTH LAWN ADD.	114.99	A 08103 HERNANDEZ, JOSE J 205 W 53RD ST S WICHITA KS 67216
LOTS 1-3 SHELTON AVE. R CRAWFORD ADD.  6024	114.99	A 08181 MCGINNIS, REBECCA  2234 N SHELTON WICHITA KS 67204-
LOT 1 EXC W 60 FT INNES ADD.  3030	114.99	A 08409 HOGAN, MIKE 1345 N RIVER BLVD WICHITA KS 67203-
BEG 1320 FT N SE COR W1/2 NE1/4 W 599FT N 394.5FT E 180FT TO CEN. CRK SELY ALG CRK TO E LI W1/2 NE1/4 S 83.2FT TO BEG. EXC CANAL & EXC TH 5265 PT DED FOR ST SEC 5-27-1E	114.99	A 08679070B VILLAFLORES LLC 601 W NORTH CT WICHITA KS 67204-



LOT 11 BOSTON COURT ADD. TR  MILES DBA MILES & CO  67042-2058	114.99	A 08803 WEBER FAMILY REV  % BRENT & LESLIE  STE # 9 120 N MAIN EL DORADO KS
LOTS 5-6-7-8-9-10 BLOCK 2 ERNESTINA JONES PARK ADD.  6125	121.99	A 12517 VELASQUEZ, JOSE &  2241 ROSENTHAL WICHITA KS 67204-
LOTS 7-8 BLOCK 3 JONES PARK ADD.  PKWY  23464-7875	114.99	A 12530 RUBEL, ELIZABETH APT 315 5020 LYNNHAVEN  VIRGINIA BEACH VA
LOTS 7-8 BLOCK 3 JONES PARK ADD.  PKWY  23464-7875	114.99	A 12530 RUBEL, ELIZABETH APT 315 5020 LYNNHAVEN  VIRGINIA BEACH VA
LOTS 43-44-45-46 EXC ST BLOCK 6 JONES PARK ADD.  5034	114.99	A 12594 BALDERAS, TONY R 2711 GARLAND WICHITA KS 67204-
LOTS 7-8-9-10-11-12 BLOCK 12 CLEOFAS DE LA CRUZ JONES PARK ADD.  1041	114.99	A 12684 HERNANDEZ,  1921 N MARKET WICHITA KS 67214-
LOTS 28-29-30-31 BLOCK 22 JONES PARK ADD. LAWRENCE RD	114.99	A 12896 SOLIS, JOSE A 3750 N OLD  WICHITA KS 67219



LOTS 37-38 BLOCK 26 LLC JONES PARK ADD. RAUBER	114.99	A 12971 COOK INVESTMENTS % TY R & BRENDA S 10406 W ALAMO WICHITA KS 67212
LOT 6 BYRON SMITH ADD. VERONICA L  4442	114.99	A 13210 MCDONALD, 3156 N ARKANSAS WICHITA KS 67204-
LOT 61 VAN ACRES ADD.  4907	114.99	A 13872 JONES, REBECCA L 2933 AMIDON WICHITA KS 67204-
LOT 14 BLOCK A K RIVERDALE ADD. KRAINICK  98022-8607	114.99	A 14447 PERELLI, DOUGLAS % GEORGETTE 40129 236TH SE ENUMCLAW WA
E 55 FT OF RESERVE EXC N 75 FT J. B. MULLER ADD. J & SHARON K SIPULT  3310	114.99	A 15172 PEEBLER, STANLEY 4446 ARKANSAS WICHITA KS 67204-
LOT 2 BLOCK 1 STONEBOROUGH ADD.  4901	114.99	A 16931 HEINRICH, WELDA G 5406 S MARKET WICHITA KS 67216-
LOT 4 BLOCK 1 MAGDALENA REYES TRUST STONEBOROUGH ADD. WICHITA KS FAMILY TR TRUSTEE	114.99	A 16933 OSORNO, ANA P & 5414 S MARKET %SCOTT MEISTER 5414 S MARKET



4901		WICHITA KS 67216-
LOT 5 BLOCK 1 MARY ELLEN STONEBOROUGH ADD.	114.99	A 16934 SWORDS, CORY B &  5418 S MARKET WICHITA KS 67216-
4901		
LOT 49 EMPORIA AVE. J. R. MEAD'S ADD.	114.99	B 00116 ARRIS, CORRINE PO BOX 104 EVERGREEN CO
80437-0104		
LOTS 301-303-305 & S 11 FT LOT 307 EXC W 6 FT SANTA FE AVE INC FERRELL'S 2ND ADD.	114.99	B 01156 KATO PROPERTIES  800 E 21ST ST N WICHITA KS 67214-
1326		
LOTS 82-84 PARMENTER'S ADD.	114.99	B 01494001A MCGEE, NATALIER 7520 W 11TH ST N WICHITA KS 67212-
2906		
RES C TOPEKA AVE. CHARLES BYERS FORD'S ADD.	114.99	B 01546 FORD, PATRICIA &  1327 S WATER WICHITA KS 67213-
5211		
LOT 12 HYDRAULIC AVE SERVICING LLC MATHEWSON'S 4TH. ADD.	114.99	B 02608 BAYVIEW LOAN  5TH FLR 4425 PONCE DE
LEON BLVD		CORAL GABLES FL
33146-1837		
LOT 14 HYDRAULIC AVE. SERVICING LLC MATHEWSON'S 4TH. ADD.	114.99	B 02609 BAYVIEW LOAN  5TH FLR 4425 PONCE DE
LEON BLVD		



33146-1837		CORAL GABLES FL
LOTS 25-27 OHIO AVE. VONGDEUANE MOORE'S ADD.	114.99	B 03023 LITTANA,  4503 JUNIPER ST WICHITA KS 67216
LOTS 17-19 MOORE'S 2ND. ADD.	114.99	B 03070 WILKINS, FRANCES 937 N INDIANA WICHITA KS 67214-
3415		
LOTS 17-19 MOORE'S 2ND. ADD.	114.99	B 03070 WILKINS, FRANCES 937 N INDIANA WICHITA KS 67214-
3415		
LOTS 18-20 WABASH AVE. LLC ELLIOTT & HAMMOND'S ADD.	114.99	B 03100 JMB PROPERTIES  5009 SPRING AVE KANSAS CITY MO
64133-2664		
LOTS 66-68-70 GRANVILLE PARK ADD. JR	114.99	B 03266 THOMAS, HENRY C  1311 N GROVE WICHITA KS 67214-
2501		
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	114.99	B 03382 JOHNSON, VIVIAN I 1101 NEW YORK WICHITA KS 67214-
3046		
LOTS 89-91 CLEVELAND AVE. FUNERAL SERVICES LLC BURLEIGH'S 3RD. ADD. AVE	114.99	B 03433 VANN-GETTIS  2703 E CENTRAL  WICHITA KS 67214-
4610		
LOTS 34-36	114.99	B 03445



INDIANA AVE. INC BURLEIGH'S 3RD. ADD.  248  4078		MISSOURI PARTNERS  BLDG 3 800 STATE HIGHWAY  BRANSON MO 65616-
LOTS 26-28 OHIO AVE. BURLEIGH'S 3RD. ADD. DR  2398	114.99	B 03497 LUINSTRA, JOE W 3001 STONE LAKE  AUGUSTA KS 67010-
LOTS 65-67 OHIO AVE. BURLEIGH'S 3RD. ADD.  3235	114.99	B 03520 HADLEY, TORAINO 913 N VOLUSTIA ST WICHITA KS 67214-
N 44 FT LOT 7 SHEARER & HOOVER'S ADD.	114.99	B 03608 LK INVESTMENTS 4419 N EDMOOR BEL AIRE KS 67220
LOT 6 & N 15 FT LOT 8 VREELANDS ADD. BIRDER  2614	114.99	B 03614 WASHINGTON, LUE  13213 LARGO AVE COMPTON CA 90222-
S 50 FT RES A EXC E 30 FT READ & OONK'S ADD. NANCY J  AVENUE ST 202  3713	114.99	B 03632 LEE, ELBERT JR &  1141 W SHAW  FRESNO CA 93711-
LOTS 41-43-45-47 WABASH ADD.  1566	114.99	B 03649 DAVID, GEORGE F 1802 N ST CLAIR WICHITA KS 67203-
LOTS 53-55 WABASH ADD. LLC	114.99	B 03651 JMB PROPERTIES  5009 SPRING AVE



64133-2664		KANSAS CITY MO
LOTS 57-59-61 WABASH ADD. & REHAB SER INC	114.99	B 03652 MENNONITE HOUSING
1140		2145 N TOPEKA WICHITA KS 67214-
LOTS 2-4 & 1/2 VAC ALLEY ON E PENNSYLVANIA AVE PROPERTIES LLC KARR'S ADD	114.99	B 03993 KIERL INVESTMENT
CR		KEN KIERL 2810 N FOX POINTE
2163		WICHITA KS 67226-
E 41 FT LOTS 74-76 BLOCK 8 & MICHELLE A ORME & PHILLIPS ADD.	114.99	B 04728 CHARLES, RONALD L
67135-0034		PO BOX 34 SEDGWICK KS
W 85 FT LOTS 70-72 BLOCK 12 RAMONA L ORME & PHILLIPS ADD.	114.99	B 04801 LANDRIAN, JORGE &
		1112 WALNUT CREEK ANDOVER KS 67002
LOTS 178-180 WASHINGTON AVE. SUE FOREST PARK ADD.	114.99	B 05533 WHITMORE, PAMELA
3017		3721 E ZIMMERLY WICHITA KS 67218-
LOTS 61-63 RANSON & KAY'S 2ND. ADD.	114.99	B 056200001 DELYN ENTERPRISES
RODRIQUEZ		% ALVERO & RUZ
4321		1717 S MOSLEY WICHITA KS 67211-
LOTS 6-8 BLOCK 3 & OPAL M SHORT ALLEN & SMITH'S ADD. E STROBEL	114.99	B 05713 MORRIS, ARTHUR D
		% CHARLES & DAVID



2536		15 N CYPRESS CT WICHITA KS 67206-
LOTS 6-8 BLOCK 3 & OPAL M SHORT ALLEN & SMITH'S ADD. E STROBEL	114.99	B 05713 MORRIS, ARTHUR D % CHARLES & DAVID
2536		15 N CYPRESS CT WICHITA KS 67206-
LOTS 10-12 BLOCK 3 & OPAL M SHORT ALLEN & SMITH'S ADD. E STROBEL	114.99	B 05714 MORRIS, ARTHUR D % CHARLES & DAVID
2536		15 N CYPRESS CT WICHITA KS 67206-
LOTS 10-12 BLOCK 3 & OPAL M SHORT ALLEN & SMITH'S ADD. E STROBEL	114.99	B 05714 MORRIS, ARTHUR D % CHARLES & DAVID
2536		15 N CYPRESS CT WICHITA KS 67206-
LOTS 46-48 BLOCK 3 ALLEN & SMITH'S ADD.	114.99	B 05723 LOUGH, JOAN 4203 S BROADWAY WICHITA KS 67216-
1726		
LOTS 5-7 BLOCK 7 INC ALLEN & SMITH'S ADD	114.99	B 05763 GED CONTRACT ENT # 108 2271 ATLANTIC MAPLEWOOD MN
55109-2566		
LOTS 5-7 BLOCK 7 INC ALLEN & SMITH'S ADD	114.99	B 05763 GED CONTRACT ENT # 108 2271 ATLANTIC MAPLEWOOD MN
55109-2566		
LOTS 22-24-26 EXC S 10 FT LOT 26 BLOCK 9 ALLEN & SMITH'S ADD.	114.99	B 05791 PERRYMAN, HENRY 4741 EDEN LN.



76306-1615		WICHITA FALLS TX
LOTS 22-24-26 EXC S 10 FT LOT 26 BLOCK 9 ALLEN & SMITH'S ADD.	114.99	B 05791 PERRYMAN, HENRY 4741 EDEN LN. WICHITA FALLS TX
76306-1615		
S1/2 LOT 1 TOPEKA AVE D ETAL TULLER'S ADD.	114.99	B 05979 PARTENTI, EDWARD  1838 S TOPEKA WICHITA KS 67211-
4136		
LOTS 14-16 TOPEKA AVE CEANNDRA C FARNUM'S SUB.	114.99	B 06166 CARPENTER,  2117 S TOPEKA WICHITA KS 67211-
4834		
LOTS 14-16 TOPEKA AVE CEANNDRA C FARNUM'S SUB.	114.99	B 06166 CARPENTER,  2117 S TOPEKA WICHITA KS 67211-
4834		
LOTS 14-16 TOPEKA AVE CEANNDRA C FARNUM'S SUB.	114.99	B 06166 CARPENTER,  2117 S TOPEKA WICHITA KS 67211-
4834		
LOTS 30-32 JACK'S SUB. LLC	114.99	B 06194 VIVID PROPERTIES  % STEVEN &  PO BOX 87 WINTER PARK CO
STEPHANIE BERGIN		
80482		
LOTS 10-12-14 BLOCK 2 ELDRIDGE'S ADD	114.99	B 06213 MEEKS, KAREN M 7 BELMONT CT AUGUSTA KS 67010



LOTS 65-67 WASHINGTON AVE. FINANCIAL CORP ROCK ISLAND 3RD. ADD.  5051	114.99	B 06297 OLD CANAL  2323 S WASHINGTON WICHITA KS 67211-
5 FT LOTS 1-2-3-4-5 BLOCK 4 ROSEBUD ADD.  2652	114.99	B 07148 WILSON, CAROLYN S 1307 E ORME WICHITA KS 67211-
LOTS 1-3 LAURA AVE. LLC WOLLMANS ADD.	114.99	B 07238 SPS INVESTMENTS  %LARRY SIMMONS PO BOX 836 DERBY KS 67037
LOTS 27-29 LULU AVE. MIRIAM PARGA LINCOLN ST. ADD.  3507	114.99	B 07777 PARGA, MARIA &  1227 S LULU ST WICHITA KS 67211-
LOTS 50-52 LAURA AVE. MC CORMICK'S ADD.  9527	114.99	B 079740001 ASKREN, BRAD 1259 S RIDGEHURST WICHITA KS 67230-
LOTS 17-19-21-23 FANNIE AVE. STRONG'S ADD.  84106-2915	114.99	B 083710001 PINCUS, GARY 3759 LORETTA DR SALT LAKE CITY UT
LOTS 26-28 WABASH 2ND. ADD. J  COUSIN  ST  4760	114.99	B 08690 JACKSON, ABNER V  %STEPHANIE J  2726 E CONQUEST  WICHITA KS 67219-
BEG SE COR HARVEY'S WALNUT GROVE ADD W 1050.3 FT SW TO PT 200 FT E OF KANSAS INC	636.00	B 08841 SFX BROADCASTING



OF GEM CITY ADD & 950 FT N OF 17TH MANAGEMENT ST W TO CENTER OF CREEK SE & SW BLVD ALG SAME TO NW COR KARR'S ADD E 76034-6247 1131 FT N TO BEG EXC S 125 FT N 275 FT E 175 FT THEREOF & EXC 2.15 ACRES DED TO CITY FOR HWY & EXC PT DED FOR ST SEC 9-27-1E		% ATLANTIS TAX  6221 COLLEYVILLE  COLLEYVILLE TX
BEG 30 RDS E NW COR SW 1/4 NE 1/4 E 135 FT S 75 FT W 135 FT N TO BEG SEC 16-27-1E  2141	114.99	B 08892 GAY, LOUISE ETAL 2534 E 20TH. ST. WICHITA KS 67214-
LOT 1 & W 2 FT LOT 3 BLOCK 2 ARCHIE ADAMS ADD.	114.99	B 10089 STALKER, H C 6417 E 15TH WICHITA KS 67206
LOT 1 & W 2 FT LOT 3 BLOCK 2 ARCHIE ADAMS ADD.	114.99	B 10089 STALKER, H C 6417 E 15TH WICHITA KS 67206
LOT 3 EXC W 2 FT BLOCK 2 ARCHIE ADAMS ADD.	114.99	B 10090 STALKER, H C 6417 E 15TH WICHITA KS 67206
LOT 3 EXC W 2 FT BLOCK 2 ARCHIE ADAMS ADD.	114.99	B 10090 STALKER, H C 6417 E 15TH WICHITA KS 67206
LOT 22 & W1/2 ALLEY ADJ ON E BODINES ADD. TR  4637	114.99	B 10232 OCHS, PETER L REV  319 S OAK WICHITA KS 67213-
LOT 22 BLOCK 2 TINA N MURRAY'S ADD.	114.99	B 10295 ELLIOTT, BRIAN &  548 WETMORE



1324		WICHITA KS 67209-
W 14.8 FT LOT 10 & E 44.4 FT LOT 11 BLOCK 3 NATIONAL TRUST RAINBOW FIRST ADD.	114.99	B 11268 DEUTSCHE BANK  210 S GLENEAGLES WICHITA KS 67209-
2050		
W 59 FT LOT 13 BLOCK 10 LESLIE P & GEORGIA A RAINBOW 1ST. ADD.	114.99	B 114210001 PFANNENSTIEL,  1402 E FORTUNA ST WICHITA KS 67216
THAT PART LOTS 9-11-13-15-17-19- 21 LY S BURRTON SUB CONNECTION FRANCISCO RAILWAY CO TRACK EXC RR ROW & EXC THAT PART NORTHERN RR CO. LOT 9 BEG SE COR W 23 FT N 30.2 BOX 961089 FT NELY 91.5 FT E 12 FT TO NE 76161-0089 COR S TO BEG CORWIN & THROCKMORTON ADD. UTILITY ROLL	114.99	B 119260005 ST LOUIS-SAN  BURLINGTON  PROPERTY TAX DEPT  FORT WORTH TX
LOT 1 BLOCK A LLC DARLING ADD.	114.99	B 14416 NORDYKE VENTURES  STE 100 8558 W 21ST ST N WICHITA KS 67205-
1783		
S 10 FT LOT 15-ALL LOT 16 & N 5 FT LOT 17 W & VERLENE E OWSLEY PLACE ADD. CT	114.99	C 00118 MAHOLMES, RONALD  2102 TIMBERCREEK  WICHITA KS 67204-
2561		
S 10 FT LOT 15-ALL LOT 16 & N 5 FT LOT 17 W & VERLENE E OWSLEY PLACE ADD. CT	114.99	C 00118 MAHOLMES, RONALD  2102 TIMBERCREEK  WICHITA KS 67204-
2561		



LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.  3156	114.99	C 00147 HWES-LUNG, HSU 1236 S PERSHING WICHITA KS 67218-
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.  3156	114.99	C 00147 HWES-LUNG, HSU 1236 S PERSHING WICHITA KS 67218-
LOTS 40-42 BUTLER & FISHER'S 2ND. ADD.  3225	114.99	C 00178 HA, NO VAN 7515 HUNTINGTON WICHITA KS 67206-
LOTS 40-42 BUTLER & FISHER'S 2ND. ADD.  3225	114.99	C 00178 HA, NO VAN 7515 HUNTINGTON WICHITA KS 67206-
LOTS 40-42 BUTLER & FISHER'S 2ND. ADD.  3225	114.99	C 00178 HA, NO VAN 7515 HUNTINGTON WICHITA KS 67206-
LOT 18 & LOT 20 EXC N 9.2 FT OZANNE & WINDSOR'S SUB.  3156	114.99	C 00203 LUNG, HAU HWEL 1236 S PERSHING WICHITA KS 67218-
N 9.2 FT LOT 20-ALL LOT 22 OZANNE & WINDSOR'S SUB.  3156	114.99	C 00204 LUNG, HAU HWEL 1236 S PERSHING WICHITA KS 67218-
LOTS 28-30 SHORT NOW ASH FRANCISCO DEVORE'S SUB.  6225	114.99	C 00243 BANUELOS,  2209 N WACO WICHITA KS 67204-



LOT 22 EXC N 1/2 FT SPRUCE AVE. J PARK PLACE ADD. RD 7746	114.99	C 00473 WILHITE, SHIRLEY  UNIT 135 623 W GUADALUPE  MESA AZ 85210-
LOTS 26-28 PIATT AVE. HUMBERTO & ADRIAN STITES BROS. 2ND. ADD.	114.99	C 00597 PEREZ, JOSEFINA &  1902 S MOSLEY WICHITA KS 67211
LOTS 26-28 ASH ST. STITES BROS. 2ND. ADD. CARMEL ST 5025	114.99	C 00623 BAKER, SANDY 632 N MOUNT  WICHITA KS 67203-
LOTS 26-28 ASH ST. STITES BROS. 2ND. ADD. CARMEL ST 5025	114.99	C 00623 BAKER, SANDY 632 N MOUNT  WICHITA KS 67203-
LOTS 30-32 ASH ST. J STITES BROS. 2ND. ADD. 1919	114.99	C 00624 GARMON, MARCELYN  1951 N ASH ST WICHITA KS 67214-
LOTS 30-32 ASH ST. J STITES BROS. 2ND. ADD. 1919	114.99	C 00624 GARMON, MARCELYN  1951 N ASH ST WICHITA KS 67214-
LOTS 23-25 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD. 0012	114.99	C 00637 MANNIE, MICHAEL A PO BOX 75012 WICHITA KS 67275-



LOTS 50-52 PIATT AVE. A STITES BROS. 4TH. ADD. 3706	114.99	C 00727 MICK, CHRISTOPHER  315 SE 2ND NEWTON KS 67114-
LOTS 5-7 PENN NOW SPRUCE ST. SOLOMON'S 2ND. ADD.	114.99	C 007560001 PROMISE LLC STE 1400 301 N MAIN WICHITA KS 67202
LOTS 1-3 TENTH ST. ADD. J  3148	114.99	C 00812 HANKINS, VERONICA  1129 N SPRUCE WICHITA KS 67214-
LOTS 1-3 TENTH ST. ADD. J  3148	114.99	C 00812 HANKINS, VERONICA  1129 N SPRUCE WICHITA KS 67214-
LOTS 17-19 TENTH ST. ADD.  3148	114.99	C 00816 HANKINS, VERONICA 1129 N SPRUCE WICHITA KS 67214-
LOTS 29-31 TENTH ST. ADD. C	114.99	C 008180001 BETHLEY, MAURICE  538 S SPRUCE WICHITA KS 67211
LOTS 18-20 NORRIS SUB.  BLVD 2101	114.99	C 00843 IVERSON, LOUIS D 409 WASHINGTON  MAYWOOD IL 60153-
LOT 5 MERCER'S SUB.  PENNSYLVANIA	114.99	C 00851 TURNER, JESSIE P 357 N



4150		WICHITA KS 67214-
LOTS 8-9-10 MERCER'S SUB & MONA	114.99	C 00853 BRESHEARS, LARRY
1244		3102 S MT. CARMEL WICHITA KS 67217-
LOTS 73-75 PIATT AVE. ELEVENTH ST. ADD.	114.99	C 00930 LK INVESTMENTS 4419 N EDMOND BEL AIR KS 67220
LOTS 68-70 TILFORD NOW ASH ST. ELEVENTH ST. ADD.  66505-1367	114.99	C 00946 HARRIS, IRVING U P O BOX 1367 MANHATTAN KS
LOTS 72-74-76 ASH ST. ELEVENTH ST. ADD.	114.99	C 009460001 HARMS, MARY M 4366 SE HWY 77 ELDORADO KS 67042
LOTS 72-74-76 ASH ST. ELEVENTH ST. ADD.	114.99	C 009460001 HARMS, MARY M 4366 SE HWY 77 ELDORADO KS 67042
LOTS 158-160 MADISON AVE. ELEVENTH ST. ADD. AVE	114.99	C 009760001 MARTIN, JEWEL M 1243 N MADISON
		WICHITA KS 67214
LOTS 9-10-11-12 ROSENTHAL'S 2ND. ADD. ETAL  DR  2814	114.99	C 00993 WILSON, DAVID E  4206 GOODFELLOW  DALLAS TX 75229-
LOTS 9-10-11-12 ROSENTHAL'S 2ND. ADD. ETAL	114.99	C 00993 WILSON, DAVID E



DR		4206 GOODFELLOW
2814		DALLAS TX 75229-
LOTS 13-14-15-16 ROSENTHAL'S 2ND. ADD.	114.99	C 00994 ROLLE, MICHAEL #409 505 N ROCK RD WICHITA KS 67206
LOTS 49-50 ROSENTHAL'S 2ND. ADD. VALERIE L	114.99	C 01006 COTTON, LARRY D & 1256 N DERBY DERBY KS 67037
LOTS 49-50 ROSENTHAL'S 2ND. ADD. VALERIE L	114.99	C 01006 COTTON, LARRY D & 1256 N DERBY DERBY KS 67037
LOTS 106-107 ROSENTHAL'S 2ND. ADD. GENA R	114.99	C 010290001 PYE, ANTHONY & 1308 N WICHITA KS 67214-
MINNEAPOLIS 2622		
LOTS 108-109 ROSENTHAL'S 2ND. ADD. INC	114.99	C 01030 MISSOURI PARTNERS BLG 3 800 STATE HIGHWAY BRANSON MO 65616-
248 4078		
W 1/2 LOTS 114-115-116-117 ROSENTHAL'S 2ND. ADD.	229.98	C 010320001 GLENN, DION M PO BOX 3304 WICHITA KS 67201-
3304		
LOTS 138-139-140-141 ROSENTHAL'S 2ND. ADD. MARSHEILLE & OSCAR	229.98	C 01042 SMILEY, 1235 W 83RD. ST. LOS ANGELES CA
90044-2201		



LOTS 169-170 ROSENTHAL'S 2ND. ADD.  1186	114.99	C 01053 FLEMONS, MARGIE P O BOX 1186 WICHITA KS 67201-
LOTS 224-225 ROSENTHAL'S 2ND. ADD. LLC  64133-2664	114.99	C 01073 JMB PROPERTIES  5009 SPRING AVE KANSAS CITY MO
LOTS 228-229 ROSENTHAL'S 2ND. ADD. LLC  64133-2664	114.99	C 01075 JMB PROPERTIES  5009 SPRING AVE KANSAS CITY MO
LOTS 228-229 ROSENTHAL'S 2ND. ADD. LLC  64133-2664	114.99	C 01075 JMB PROPERTIES  5009 SPRING AVE KANSAS CITY MO
LOTS 142-144 PIATT AVE. JOSEPHINE HOLMES LOGAN ADD.  66104-5875	114.99	C 01097 JACKSON,  APT 114 1130 TROUP AVE KANSAS CITY KS
LOTS 142-144 PIATT AVE. JOSEPHINE HOLMES LOGAN ADD.  66104-5875	114.99	C 01097 JACKSON,  APT 114 1130 TROUP AVE KANSAS CITY KS
LOTS 146-148-150 PIATT AVE. L LOGAN ADD.	114.99	C 01098 SANDERS, KATRINA  P.O. BOX 16781 ENCINO CA 91412
LOTS 56-58	114.99	C 0113500AA



ASH ST. LOGAN ADD.  6631		GIVENS, DARRYL 9423 E PARKMONT WICHITA KS 67207-
LOTS 104-106 STRONG NOW ASH ST. LOGAN ADD.  4637	114.99	C 01140 MAY, CLINTON J JR 2602 N SPRUCE WICHITA KS 67219-
LOTS 161-163 CAMPBELL NOW MADISON AVE LOGAN ADD.  0093	114.99	C 011770001 DROUHARD, SHAWNEL P O BOX 93 ARGONIA KS 67004-
LOTS 161-163 CAMPBELL NOW MADISON AVE LOGAN ADD.  0093	114.99	C 011770001 DROUHARD, SHAWNEL P O BOX 93 ARGONIA KS 67004-
LOTS 163-165 GROVE ST. LOGAN ADD.  0093	114.99	C 012640001 DROUHARD, SHAWNEL P O BOX 93 ARGONIA KS 67004-
LOTS 1-3-5 BLOCK 1 KANSAS ADD. STEEPLECHASE	114.99	C 01268 LESSARD, BETTY L 8517 E  WICHITA KS 67206
LOTS 26-28 BLOCK 1 KANSAS ADD. ROBERSON  1814	114.99	C 012740003 WOODS, FRANCES % MAE FRANCES  1427 N MINNESOTA WICHITA KS 67214-
LOTS 30-32-34 BLOCK 1 INVESTMENTS LLC KANSAS ADD	114.99	C 01274003A SCHUPBACH  3415 W BAYVIEW WICHITA KS 67204
LOTS 30-32-34	114.99	C 01274003A



BLOCK 1 INVESTMENTS LLC KANSAS ADD		SCHUPBACH  3415 W BAYVIEW WICHITA KS 67204
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.  67219-1710	114.99	C 01279 STEP BY STEP LLC 6378 SCOTTSVILLE PARK CITY KS
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.  67219-1710	114.99	C 01279 STEP BY STEP LLC 6378 SCOTTSVILLE PARK CITY KS
LOTS 32-34 BLOCK 2 ETAL KANSAS ADD. ST  3113	114.99	C 012870001 ROGERS, JAMES H  2415 N CHARLOTTE  WICHITA KS 67220-
LOT 8 & N 12 1/2 FT LOT 10 BLOCK 3 TECHNOLOGICS INC KANSAS ADD.  ST  CA 90220	114.99	C 01296 EDUCO  # 469 2601 E VICTORIA  RANCHO DOMINQUEZ
LOT 8 & N 12 1/2 FT LOT 10 BLOCK 3 TECHNOLOGICS INC KANSAS ADD.  ST  CA 90220	114.99	C 01296 EDUCO  # 469 2601 E VICTORIA  RANCHO DOMINQUEZ
E 80 FT LOTS 89-91-93 BLOCK 5 A KANSAS ADD.  3706	114.99	C 013030003 MICK, CHRISTOPHER  315 SE 2ND NEWTON KS 67114-
E 80 FT LOTS 89-91-93	114.99	C 013030003



BLOCK 5 A KANSAS ADD.  3706		MICK, CHRISTOPHER  315 SE 2ND NEWTON KS 67114-
LOTS 72-74 BLOCK 6 KANSAS ADD.  0093	114.99	C 01309 DROUHARD, SHAWNEL P O BOX 93 ARGONIA KS 67004-
LOTS 76-78 BLOCK 6 REV LIV TR KANSAS ADD.  73140-3037	114.99	C 01309000A GROSS, BERNICE  P O BOX 30037 MIDWEST CITY OK
LOTS 84-86 BLOCK 6 ETUX KANSAS ADD.  2410	114.99	C 01310 DUPREE, FRANK  1708 N ERIE ST WICHITA KS 67214-
LOTS 88-90-92-94 BLOCK 6 KANSAS ADD. INDEPENDENCE ST  4904	114.99	C 013100001 RICE, MARQUERITE 1811 W  TULSA OK 74127-
LOTS 1-3 STRONG NOW ASH ST. & MONA STOUT'S ADD.  DR SW  87121	114.99	C 01388 BRESHEARS, LARRY  % LIONEL HENRY 3227 MATA ORTIZ  ALBUQUERQUE NM
LOTS 1-3 STRONG NOW ASH ST. & MONA STOUT'S ADD.  DR SW  87121	114.99	C 01388 BRESHEARS, LARRY  % LIONEL HENRY 3227 MATA ORTIZ  ALBUQUERQUE NM
LOTS 64-66	114.99	C 01398



MADISON AVE. STOUT ADD.  3147		BATES, LARRY G 1921 N MADISON WICHITA KS 67214-
LOTS 1-3 SPRUCE ST. R ETUX STOUT'S ADD.  4534	114.99	C 01419 WILLIAMS, WILLIE  612 N POPLAR WICHITA KS 67214-
LOTS 129-131 BLOCK 9 & MONA PENNSYLVANIA ADD.  1244	114.99	C 014380002 BRESHEARS, LARRY  3102 S MT. CARMEL WICHITA KS 67217-
LOTS 133-135 BLOCK 9 & MONA PENNSYLVANIA ADD.  1244	114.99	C 014380003 BRESHEARS, LARRY  3102 S MT. CARMEL WICHITA KS 67217-
LOTS 126-128 BLOCK 12 PENNSYLVANIA ADD.  POINT  NV 89032-7957	114.99	C 01453000A BUSH, FRANCIS % ALTUS M WYNN 3322 OUTLOOK  NORTH LAS VEGAS
EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT INC AVE EXC N 10 FT FOR ST. PARKVIEW ADD. 2819	121.99	C 01525 EAST 21ST STATION  826 S MADISON WICHITA KS 67211-
EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT INC AVE EXC N 10 FT FOR ST. PARKVIEW ADD. 2819	121.99	C 01525 EAST 21ST STATION  826 S MADISON WICHITA KS 67211-
W 52 FT E 54 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. D JR	114.99	C 02505000B BUFFORD, NORVELL



MOSSMAN'S ADD. CT  4224		2811 BEACON HILL  WICHITA KS 67220-
W 50 FT E 98 FT N 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.  1095	114.99	C 02506 TOMPKINS, TYSON R PO BOX 1095 WICHITA KS 67201-
LOTS 6-8 MONA NOW POPLAR LLC MOSSMAN'S 2ND. ADD.  64133-2664	114.99	C 02626 JMB PROPERTIES  5009 SPRING AVE KANSAS CITY MO
LOTS 1-3 MONA NOW POPLAR ST. M & SHEILA K MOSSMAN'S 2ND. ADD.  RD  2609	114.99	C 02636 PARRISH, FRANCIS  LOT 1 3201 E MACARTHUR  WICHITA KS 67216-
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.  4637	114.99	C 026460002 MAY, CLINTON J JR 2602 N SPRUCE WICHITA KS 67219-
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.  4637	114.99	C 026460002 MAY, CLINTON J JR 2602 N SPRUCE WICHITA KS 67219-
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.  4637	114.99	C 026460002 MAY, CLINTON J JR 2602 N SPRUCE WICHITA KS 67219-
LOTS 3-4-5-6 EIDE ADD JULIA A  1604	114.99	C 02681 DAVIS, ONEIL &  5017 E 21ST ST N WICHITA KS 67208-



W 12 FT LOT 4 ALL LOT 5 BEARD'S SUB LOT 3 MOSSMAN'S ADD  87110-1200	114.99	C 026870001 MCCS ENTERPRISES APT A 3900 ORTIZ CT NE ALBUQUERQUE NM
E 63 FT LOTS 46 & 48 TYLER NOW GROVE ST. MANUEL ZUNIGA ETAL FAIRMOUNT PARK ADD.	114.99	C 027140001 RODRIQUEZ, JUAN  2408 E 12TH ST N WICHITA KS 67213
LOTS 62-64 TYLER NOW GROVE ST. FAIRMOUNT PARK ADD.	114.99	C 02718 BURRIES, LYN PO BOX 8241 WICHITA KS 67208
LOTS 49-51 MONA NOW POPLAR ST. L ETUX FAIRMOUNT PARK ADD.  MINNEAPOLIS  5318	114.99	C 02733 DAVIDSON, CHARLES  #210-1 2280 S  WICHITA KS 67211-
LOTS 73-75 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.  0011	114.99	C 027370001 MC DONALD, GLEN D P.O. BOX 8011 WICHITA KS 67208-
LOTS 14-16 MONA NOW POPLAR ST. LLC FAIRMOUNT PARK ADD  64133-2664	114.99	C 02748000A JMB PROPERTIES  5009 SPRING AVE KANSAS CITY MO
LOTS 78-80 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD CT  2568	114.99	C 02760 ROBELLI, LOUIS J 2462 TIMBERCREEK  WICHITA KS 67204-
LOTS 98-100 EXC W 75 FT THEREOF MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	114.99	C 027650001 MARTIN, KEVIN 7116 E 17TH ST N



		WICHITA KS 67206
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD. SOUTH  3037	114.99	C 02775 CARTER, PORTIA G 1102 24TH AVENUE  SEATTLE WA 98144-
LOTS 61-63 GREEN ST. FAIRMOUNT PARK ADD. ST  1801	114.99	C 02784 THOMPSON, WILLIAM 1847 N MINNESOTA  WICHITA KS 67214-
E 40 FT LOTS 2-4-6-8 GREEN ST. INVESTMENRS LLC FAIRMOUNT PARK ADD.	114.99	C 02796 SCHUPBACH  3415 BAYVIEW WICHITA KS 67204
LOTS 50-52 GREEN ST. FAIRMOUNT PARK ADD.  73162-6259	114.99	C 02808 FRYE, CAROLYN F 7605 EASTGATE OKLAHOMA CITY OK
LOTS 92-94-96 ESTELLE AVE. ETAL FAIRMOUNT PARK ADD.  27401-3908	114.99	C 02871 WHITE, GEORGIA  1724 DUNBAR ST GREENSBORO NC
LOTS 98-100 ESTELLE AVE. FAIRMOUNT PARK ADD.  2848	114.99	C 02872 TOMLINSON, LATA 2326 N GENTRY WICHITA KS 67220-
LOTS 62-64 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	114.99	C 02915 REID, MAURICE 1513 E 51ST N TULSA OK 74126
LOTS 9-11 MT. VERNON NOW ERIE AVE. FAIRMOUNT PARK ADD.	114.99	C 02929 MAY, CLINTON J JR 2602 N SPRUCE



4637		WICHITA KS 67219-
LOTS 30-32 MT. OLIVE NOW CHAUTAUQUA AVE. ETAL FAIRMOUNT PARK ADD. 90250-8118	114.99	C 03011 COOPER, ELVY JR 13970 CERISE AVE HAWTHORNE CA
LOTS 90-92 MT OLIVE NOW CHAUTAUQUA AVE FAIRMOUNT PARK ADD 2543	114.99	C 03024 BRUNT, ELLIOTT B 1208 N CHAUTAUQUA WICHITA KS 67214-
LOTS 25-27 BLOCK 1 LLC ESTERBROOK PARK ADD. 64133-2664	114.99	C 03104 JMB PROPERTIES 5009 SPRING AVE KANSAS CITY MO
LOTS 33-35 BLOCK 1 MARGARET BRISTOW ESTERBROOK PARK ADD. 5017	114.99	C 03106 ELLIS, ORA LEE & 2218 PRINCE WICHITA KS 67219-
LOTS 42-44 BLOCK 2 LILLIE M ESTERBROOK PARK ADD. 64132-0101	114.99	C 03131 HICKS, FRED & PO BOX 320101 KANSAS CITY MO
LOTS 14-16 BLOCK 5 ESTERBROOK PARK ADD. 2514	114.99	C 03168 BAKER, JOHN ETAL 2641 N BLUFF WICHITA KS 67220-
LOTS 17-19 BLOCK 5 STEVE ORME ESTERBROOK PARK ADD. 1332	114.99	C 03175 WALKER, MARY L & P.O. BOX 20332 WICHITA KS 67208-



LOTS 83-85 MT. VERNON NOW ERIE AVE. WOODRIDGE PLACE ADD.  66505-1367	114.99	C 03222 HARRIS, IRVING U P O BOX 1367 MANHATTAN KS
LOTS 62-64 MT. VERNON NOW ERIE AVE. JUSTIN WAYNE WOODRIDGE PLACE ADD.  2715	114.99	C 032310003 SPOONEMORE,  1201 N WOODLAWN DERBY KS 67037-
ALL LOTS 49-51 & S 3 FT 6 IN. LOT 53 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD. ST  2919	114.99	C 03247 WARD, SCOTT APT 705 4616 N HYDRAULIC  WICHITA KS 67219-
LOTS 80-82 CHAUTAUQUA AVE. DANIEL & SAMUEL WOODRIDGE PLACE ADD.  0072	114.99	C 032700001 PASTERNAK, I,  PO BOX 370072 DENVER CO 80237-
LOTS 49-51 LORRAINE AVE. JR WOODRIDGE PLACE ADD.  66106-3364	114.99	C 03280 SAYERS, KENNY V  5246 WOODEND KANSAS CITY KS
LOTS 81-83 LORRAINE AVE. VINCENT E WOODRIDGE PLACE ADD.  89030-5058	114.99	C 032830001 MOORE, GRACE E &  1827 RENADA CR N LAS VEGAS NV
LOTS 14-16-18 LORRAINE ST A & MONA GIRARD ADDITION CARMEL	114.99	C 03348 BRESHEARS, LARRY  3102 S MOUNT  WICHITA KS 67217
LOTS 30-32	114.99	C 03352



LORRAINE AVE. GIRARD ADD.  1815		LAXMI-GNESH INC 2838 N TALLGRASS WICHITA KS 67226-
W 1/2 LOTS 2-4-6-8 MT. OLIVE NOW CHAUTAUQUA AVE. L GIRARD ADD.  2642	114.99	C 03386 FLEMONS, CLARISSA  1322 N MINNESOTA WICHITA KS 67214-
LOT 81 MT. OLIVE NOW CHAUTAUQUA JULIA A GIRARD ADD. PROP MGMT  1604	114.99	C 03414000A DAVIS, ONEIL &  % ONEIL DAVIS  5017 E 21ST ST N WICHITA KS 67208-
LOTS 82-84 MT. VERNON NOW ERIE AVE. GIRARD ADD.  4637	114.99	C 03449 MAY, CLINTON J JR 2602 N SPRUCE WICHITA KS 67219-
BEG INTSEC S LI 15TH ST & W LI POPLAR AVE S 65 FT W 135 FT N 65 & MONA FT E TO BEG - BEING VAC N 65 FT CARMEL LOT 23 POPLAR AVE GETTO'S 2ND ADD 1244 SE1/4 SEC 10-27-1E	114.99	C 03468 BRESHEARS, LARRY  3102 S MOUNT  WICHITA KS 67217-
BEG INTSEC S LI 15TH ST & W LI POPLAR AVE S 65 FT W 135 FT N 65 & MONA FT E TO BEG - BEING VAC N 65 FT CARMEL LOT 23 POPLAR AVE GETTO'S 2ND ADD 1244 SE1/4 SEC 10-27-1E	114.99	C 03468 BRESHEARS, LARRY  3102 S MOUNT  WICHITA KS 67217-
N 50 FT LOT 15 VOLUTSIA AVE. ESTATE GETTO'S 2ND. ADD. HARRIS HOWARD	114.99	C 03472001A HARRIS, IRVING U  % THIRKELLE  3638 EVERETT



66503-8131		MAHATTAN KS
N 14 1/2 FT LOT 46 & S 37 1/2 FT LOT 48 GOETHE NOW ESTELLE AVE. GETTO'S 3RD. ADD. 2610	114.99	C 035620009 BRIM, MELVIN ETUX 1806 E 12TH ST N WICHITA KS 67214-
LOTS 41-43-45-47 POPLAR AVE. FAIRMOUNT ORCHARDS ADD.	114.99	C 035780001 HAMMOND, VICTOR 5231 N MERIDIAN WICHITA KS 67204
E 67 1/4 FT LOTS 2-4-6-8 GOETHE NOW ESTELLE AVE. FAIRMOUNT ORCHARD ADD.	114.99	C 03616 DIGGS, DALE G % SEABETTA DIGGS 1609 N ASH WICHITA KS 67214-
1913		
LOTS 17-19 2ND. FAIRMOUNT ORCHARDS ADD.	114.99	C 03642 DAVIS, ONEIL 4750 GLENDALE WICHITA KS 67220-
1431		
LOTS 21-23 2ND. FAIRMOUNT ORCHARDS ADD.	114.99	C 036420001 DAVIS, ONEIL ETUX 4751 N GLENDALE WICHITA KS 67220-
1430		
LOTS 119-121 VASSAR AVE. KAY FAIRMOUNT ADD.	114.99	C 04675 ANDERSON, LEROY &  720 FREEMAN HAYSVILLE KS
67060		
LOTS 123-125 VASSAR AVE. BURRIS- FAIRMOUNT ADD.	114.99	C 04676 MOORE, SUSAN  1519 N VASSAR WICHITA KS 67208-
2003		
LOTS 127-129 VASSAR AVE. BURRIS- FAIRMOUNT ADD.	114.99	C 04677 MOORE, SUSAN  1519 N VASSAR



2003		WICHITA KS 67208-
LOTS 29-31 BLOCK 4 COLLEGE TERRACE ADD.	114.99	C 047930001 BOYD, DAVID 2516 N GRAHAM WICHITA KS 67214-
2149		
LOTS 41-43-45-47 DOUGLAS REV TR BLACK'S ADDITION	114.99	C 05083 CAMPBELL, LULA M  STE 208 1999 AMIDON ST WICHITA KS 67203-
2123		
LOTS 41-43-45-47 DOUGLAS REV TR BLACK'S ADDITION	114.99	C 05083 CAMPBELL, LULA M  STE 208 1999 AMIDON ST WICHITA KS 67203-
2123		
LOTS 6-8 GREEN ST. TRUST CO OLIVER'S SUB. OF RICHLAND ADD. DR	114.99	C 05189 DEUTSCHE BANK  4708 MERCANTILE FORT WORTH TX
76137		
LOTS 9-11 LIPPITT & ALDRICH'S SUB. STEPHANIE	114.99	C 05214 DOYLE, TERRANCE &  7100 SNI-A BAK RD KANSAS CITY MO
64129		
LOTS 13-15 LIPPITT & ALDRICH'S SUB.	114.99	C 05215 SKUBITZ, ANDREW J 901 N BROOKFIELD WICHITA KS 67206-
1415		
LOTS 25-27 CLIFTON AVE. ROBERT A PARK AVE. SUB.	114.99	C 06611 HENRY, TONI K &  APT 501 100 S RIDGE RD



2156		WICHITA KS 67209-
LOTS 101-103 CARRIE NOW HOLYOKE AVE. CLARENCE W JR & DEBRA K INDIANA SUB.	114.99	C 06836 MITCHELL,  703 S HOLYOKE WICHITA KS 67211
S 15 FT LOT 80-ALL LOTS 82-84 RUTAN AVE. DENYSE M INDIANA SUB.	114.99	C 069200001 RICHARDSON,  2624 E WILMA ST WICHITA KS 67211-
3764		
LOTS 67-68 FAIRFAX ADD. LLC	114.99	C 073190001 NORDYKE VENTURES  8900 WOODCREST CT WICHITA KS 67206-
4037		
LOTS 593-594 FAIRFAX ADD.	114.99	C 075350001 MASON, MICHELLE M 14120 E 95TH ST S DERBY KS 67037-
8877		
LOTS 29-31 BURNETT NOW TERRACE DRIVE ETUX CENTRAL AVE. SUB.	114.99	C 08682 FONG, ANDY A T  P O BOX 7276 SURFSIDE FL 33154
LOTS 29-31 BURNETT NOW TERRACE DRIVE ETUX CENTRAL AVE. SUB.	114.99	C 08682 FONG, ANDY A T  P O BOX 7276 SURFSIDE FL 33154
LOTS 34-36-38-40 ESTELLE AVE. ETUX REPLAT OF PART OF GETTO'S 2ND. ADD. LN	114.99	C 08833 CARTER, WILBUR E  4708 GREENBRIAR  WICHITA KS 67220-
2617		
LOTS 279-280	114.99	C 09723



BELMONT PARK ADD. ONE LLC  3466		KELLI RESIDENTIAL  938 N TERRACE DR WICHITA KS 67208-
LOTS 335-336 BELMONT PARK ADD. LAMIKA MACK	114.99	C 09747 GEORGE, SHAWN T &  803 N TERRACE WICHITA KS 67208
LOTS 16-18 WALTER MORRIS & SON'S 4TH. ADD.  5014	114.99	C 09997 HAYES, EVELYN N 2313 N POPLAR WICHITA KS 67219-
LOT 1 & N 10 FT LOT 3 BLOCK J BANK OF INDIANA LONGVIEW TERRACE ADD.  2123	114.99	C 10436 NATIONAL CITY  701 S BLUFF WICHITA KS 67218-
LOTS 37-38 BLOCK 9 & A RENEE EAST HIGHLANDS ADD.  3536	114.99	C 10566 SEXTON, MICHAEL W  APT 807 9400 E LINCOLN ST WICHITA KS 67207-
LOTS 20-21 BLOCK 14 LLC EAST HIGHLANDS ADD.	114.99	C 106600002 CENTRAL & OLIVER,  156 N EMPORIA WICHITA KS 67202
LOT 27 EXC S 5 FT FOR ST & 1/2 VAC ELM ST ADJ ON NW REV LIV TR BLOCK 14 CT EAST HIGHLANDS ADD. 1621	114.99	C 10661 PUTNAM, JANYCE L  629 N CREST RIDGE  WICHITA KS 67230-
LOTS 30-31-32-33 BLOCK 14 LLC EAST HIGHLANDS ADD.	114.99	C 106620001 CENTRAL & OLIVER  156 N EMPORIA



2506		WICHITA KS 67202-
LOT 14 BLOCK 3 INC PARKMORE ADD.	114.99	C 11949 MISSOURI PARTNERS BLDG 3 800 STATE HIGHWAY
248		BRANSON MO 65616-
4078		
LOT 2 BLOCK 4 PARKMORE ADD.	114.99	C 11966 WILLIAMS, TIMOTHY 2207 MOSSMAN ST WICHITA KS 67214-
3364		
LOT 6 BLOCK 4 ETUX BEVERLY MANOR ADD.	114.99	C 12344 COPELAND, GLENN 213 N MONTGOMERY SEDAN KS 67361-
1228		
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	114.99	C 13303 BOYD, DAVID 2516 N GRAHAM WICHITA KS 67214-
2149		
LOT 19 BLOCK 5 SHADYBROOK ADD.	114.99	C 13316 REBOLD FAMILY LLC HC 69 BOX 5755 KINGSTON OK
73439-8618		
W 17 FT LOT 39 & ALL LOT 40 BLOCK 5 SHADYBROOK ADD	114.99	C 13336 JACKSON, THOMAS J 6447 E 32ND ST CT WICHITA KS 67226
LOT 2 & N 16 FT LOT 3 BLOCK 10 A & MONA M SHADY BROOK ADD. CARMEL	114.99	C 13390 BRESHEARS, LARRY 3102 S MOUNT WICHITA KS 67217
LOT 2	114.99	C 13429



BLOCK 12 SHADYBROOK ADD. NELSON		NELSON, BLANCHE J % AMERICA E
49005-1354		PO BOX 51354 KALAMAZOO MI
LOT 3 BLOCK 12 SHADY BROOK ADD.  2751	114.99	C 13430 SMITH, REGINALD PO BOX 2751 WICHITA KS 67201-
LOT 33 BLOCK 13 SHADYBROOK ADD.  2044	114.99	C 13488 COLEMAN, PAUL M % ENOSON COLEMAN 2301 SHADYBROOK WICHITA KS 67214-
LOT 20 BLOCK 14 D SHADYBROOK ADD. LITTLETON  CT  92057-5721	114.99	C 13520 LITTLETON, EDWARD  % DARRELL  5741 MERRYMOUNT  OCEANSIDE CA
LOT 20 BLOCK 14 D SHADYBROOK ADD. LITTLETON  CT  92057-5721	114.99	C 13520 LITTLETON, EDWARD  % DARRELL  5741 MERRYMOUNT  OCEANSIDE CA
LOT 21 & E 3 FT LOT 22 BLOCK 14 SHADYBROOK ADD.  2326	114.99	C 13521 HAND, DON 610 S OLIVER WICHITA KS 67218-
LOTS 21-22 BLOCK 10 COUNTRY CLUB HEIGHTS ADD.  2814	114.99	C 13593 WALKER, KRISTY 1107 N DELLROSE WICHITA KS 67208-
LOTS 1-2	114.99	C 13657



BLOCK 15 OLGA S COUNTRY CLUB HEIGHTS ADD.		RAMOS, MARTIN L &  4621 E 10TH ST N WICHITA KS 67218
LOT 1 BLOCK 7 EAST HIGHLAND NORTH ADD.  4017	114.99	C 13798 GLADNEY, EARL J %CHANTAL GLADNEY APT #4 10122 E BOSTON WICHITA KS 67207-
LOT 37 PARKMORE 2ND. ADD. LLC  1752	114.99	C 14022 RRR PORPERTIES  P.O. BOX 781752 WICHITA KS 67278-
LOTS 31-32 BLOCK 8 COUNTRY CLUB HEIGHTS ADD.	114.99	C 14406 BROWN, ELIZABETH 3975 ROSEBERRY WICHITA KS 67210
LOT 7 BLOCK 3 ETUX COUNTRY SIDE ADD.  3544	114.99	C 14712 HERRICK, ROBERT S  938 N OLD MANOR WICHITA KS 67208-
LOT 31 FAIRMOUNT PARK 2ND ADD ENTERPRISES  4512	114.99	C 15368 WORRYFREE  2500 E CENTRAL WICHITA KS 67214-
LOT 32 FAIRMOUNT PARK 2ND. ADD. INVESTMENTS	114.99	C 15369 SCHUPBACH  3415 BAYVIEW WICHITA KS 67204
LOT 22 BLOCK 1 LINWOOD ORCHARDS ADD.  1709	114.99	C 15994 JONES, KERRY D 603 E C AVE KINGMAN KS 67068-



LOTS 21-22 BLOCK 11 LLC UNIVERSITY HEIGHTS ADD.	114.99	C 16429 SAGE PROPERTIES  PO BOX 75441 WICHITA KS 67275
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD. CT	114.99	C 164580002 MATTHEWS, LORENZO 6303 BROOKFIELD  WICHITA KS 67220
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD. CT	114.99	C 164580002 MATTHEWS, LORENZO 6303 BROOKFIELD  WICHITA KS 67220
LOT 2 BLOCK 3 BUILDERS 2ND. ADD. LN  1954	114.99	C 16531 MARTIN, OLIVER 2145 E SHADYBROOK  WICHITA KS 67214-
LOT 17 BLOCK 1 MORTGAGE ASSOC BUILDERS 3RD. ADD.  PARKWAY  2946	114.99	C 17389 FEDERAL NATIONAL  STE 1000 14221 DALLAS  DALLAS TX 75254-
LOT 6 BLOCK I LLC GREENDALE ADD.  1783	114.99	C 18685 NORDYKE VENTURES  STE 100 8558 W 21ST N WICHITA KS 67205-
LOT 6 BLOCK I LLC GREENDALE ADD.  1783	114.99	C 18685 NORDYKE VENTURES  STE 100 8558 W 21ST N WICHITA KS 67205-
LOT 12	114.99	C 19122



BLOCK 4 LEE J WALTER ROSS ADD.  1459		JOHNSON, DAVID  LOT 143 11700 E WATERMAN WICHITA KS 67207-
LOT 2 BLOCK 5 GENEVIEVE L J. WALTER ROSS ADD. DR  75070-5544	114.99	C 19124 CHILTON,  708 AUTUMN RIDGE  MC KINNEY TX
LOT 12 BLOCK 7 ETUX J WALTER ROSS ADD.  30294-3135	114.99	C 19170 NEWBERN, PAUL  340 PANOLA RD ELLENWOOD GA
LOT 27 BLOCK 1 & LORI A PURCELL'S 7TH. ADD. MEADOWLARK RD  67133-8524	114.99	C 19197 CUNDIFF, DAIMONE  19019 SW  ROSE HILL KS
LOT 12 WARD'S 1ST. ADD.  4718	114.99	C 19465 SIMMERING, ROSE M 1858 S ESTELLE WICHITA KS 67211-
LOT 7 A. J. CHRISTMAN ADD.  89147-1097	114.99	C 19711 SALEH, ASIM 3880 RUSKIN ST LAS VEGAS NV
LOT 7 A. J. CHRISTMAN ADD.  89147-1097	114.99	C 19711 SALEH, ASIM 3880 RUSKIN ST LAS VEGAS NV
LOT 25 EXC E 5 1/2 FT BLOCK 1 & FRANCES G	114.99	C 19908 BOYLES, EDWARD L



OAKWOOD ESTATES 2ND. ADD. 3265		11506 W LYDIA CR WICHITA KS 67209-
LOT 17 BLOCK 3 KEN-MAR ADD. 2210	114.99	C 20216 JOHNSON, APRIL L 1621 N KEN MAR WICHITA KS 67208-
LOT 2 BLOCK 8 KEN-MAR ADD. CT	114.99	C 20332 MATTHEWS, LORENZO 6303 BROOKFIELD WICHITA KS 67220
LOT 2 EXC BEG NW COR E 5 FT S TO SW COR N TO BEG ETUX BLOCK 7 GRANDVIEW HEIGHTS ADD. 4021	114.99	C 20443 MC CUBBIN, R E 3723 E FUNSTON WICHITA KS 67218-
LOT 19 BLOCK 2 WILBER'S ADD. 1815	114.99	C 20561 LAXMI-GNESH INC 2838 N TALLGRASS WICHITA KS 67226-
LOT 19 BLOCK 2 WILBER'S ADD. 1815	114.99	C 20561 LAXMI-GNESH INC 2838 N TALLGRASS WICHITA KS 67226-
LOT 4 BLOCK N AUDREY MATLOCK HEIGHTS 1ST. ADD. 4739	114.99	C 20892 DAVIS, BILLYE 2653 N ERIE ST WICHITA KS 67219-
LOT 7 BLOCK Q AUDREY MATLOCK HEIGHTS 1ST. ADD. 66505-1367	114.99	C 20953 HARRIS, IRVING U P O BOX 1367 MANHATTAN KS
LOT 9 BLOCK R	114.99	C 20976 ROUNDTREE, LC



AUDREY MATLOCK HEIGHTS 1ST. ADD. 5013		2340 N GREEN AVE. WICHITA KS 67219-
LOT 17 BLOCK T AUDREY MATLOCK HEIGHTS 1ST. ADD.	114.99	C 21021 HILL, ROBERT W JR 4 FARGER STR. BREMEN 28777 GERMANY
LOT 3 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	114.99	C 21037 JACKSON, DEENA 3233 E NAVAJO WICHITA KS 67216
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.  3225	114.99	C 21047 ADKINS, FRED JR 6541 E VICTORIA TUCSON AZ 85730-
REY MATLOCK HGTS. 1ST. ADD.  2340		2900 E MAPLEWOOD ST WICHITA KS 67214-
LOT 2 BLOCK V AUDREY MATLOCK HGTS. 1ST. ADD. ST  2340	114.99	C 21069 JOHNSON, CARNELL 2900 E MAPLEWOOD  WICHITA KS 67214-
LOT 5 BLOCK 5 ETUX DETWILER'S ADD.	114.99	C 21292 DEWITT, ANDERSON  % MAMIE ANDERSON 1823 MC FARLAND WICHITA KS 67219
THAT PT LOTS 15-16 BEG NW COR LOT 16 E 123 FT TO PT 20 FT W OF NE COR L SW TO PT 16 FT SLY OF NWLY COR LOT CREEK RD 15 NWLY ALG CUR 54 FT TO SW COR LOT 9010 16 N TO BEG                      BLOCK 3 KRACK'S ADDITION	114.99	C 21705 BOLLINGER, TERRY  12754 SE STONY  LATHAM KS 67072-
THAT PT LOTS 15-16 BEG NW COR LOT 16 E 123 FT TO PT 20 FT W OF NE COR L	114.99	C 21705 BOLLINGER, TERRY



SW TO PT 16 FT SLY OF NWLY COR LOT CREEK RD 15 NWLY ALG CUR 54 FT TO SW COR LOT 9010 16 N TO BEG BLOCK 3 KRACK'S ADDITION		12754 SE STONY LATHAM KS 67072-
THAT PT RESERVE D BEG 66 FT NE SWLY COR SE PAR. TO SLY LI 60 FT ELY 67.2 FT SELY 24 FT TO E LI RES D NE 64 FT TO NELY COR NW 130 FT SW 113 6831 FT TO BEG. EASTRIDGE 2ND. ADD.	114.99	C 218840003 BAKHTIAR, KRISTI PO BOX 20831 WICHITA KS 67208-
LOT 8 2ND. REPLAT OF PT OF CHITHPASONG PAWNEE RANCH ADD. CT  2323	114.99	C 22862 KEOMANYVONG,  3014 E SOUTHFORK WICHITA KS 67216-
LOT 43 MEADOWLARK 4TH. ADD.  55306-6976	114.99	C 23602 SADIQUE, SHAHED 2808 SUNNYSIDE CT BURNSVILLE MN
LOT 80 EXC E 30 FT FOR ST. HILLSIDE GARDENS ADD. ETUX  5037	114.99	C 24668 EMBRAY, RALPH I  2320 N VOLUTSIA WICHITA KS 67219-
LOT 19 BLOCK D TINA N MC ADAM ACRES SECOND ADD.  1324	114.99	C 24939 ELLIOTT, BRIAN &  548 WETMORE WICHITA KS 67209-
LOT 1 BLOCK C A. J. CHRISTMAN 3RD. ADD.  78245-1912	114.99	C 25596 JUHASZ, ANTAL O 9710 CANEY CRK. SAN ANTONIO TX
LOT 9	114.99	C 25720



BLOCK 1 KELSI L HEINRICH ADD.  5451		KRAHN, AARON A &  2502 E STAFFORD WICHITA KS 67211-
LOT 9 BLOCK A SYEDA S BEGUM REPLAT OF PT OF HILLSIDE GARDENS ADD. 67220-1805	114.99	C 26534 AKRAM, SYED M &  4431 AUBURN ST BEL AIRE KS
LOT 1 A REPLAT OF EXCEPTION IN ETAL A. J. CHRISTMAN'S 3RD. ADD.  2837	114.99	C 26971 VEATCH, SHIRLEY  6337 E ORME WICHITA KS 67218-
LOT 8 MURRAY'S 3RD. ADD.  5535	114.99	C 27518 PORTER, ERIC J 1823 S BEECH ST WICHITA KS 67207-
LOT 8 MURRAY'S 3RD. ADD.  5535	114.99	C 27518 PORTER, ERIC J 1823 S BEECH ST WICHITA KS 67207-
LOT 4 J & G REPLAT IN PHILLIP T & JOHN O'MALLEY EASTWOOD VILLAGE ADD.  2754	114.99	C 27560 DONALDSON,  PO BOX 2754 WICHITA KS 67201-
LOT 4 BLOCK 10 EASTRIDGE 11TH. ADD.  89147-1097	114.99	C 27769 OLEVIC, INES 3880 RUSKIN ST LAS VEGAS NV
LOT 13 BLOCK 14 EASTRIDGE 11TH. ADD.  2735	114.99	C 27856 HARRIS STANTON E 7708 E LINCOLN WICHITA KS 67207-



LOT 10 BLOCK 15 CHRISTY EASTRIDGE 11TH. ADD. CIR  9590	114.99	C 27867 PAGE, JEFF &  1240 S RIDGEHURST  WICHITA KS 67230-
LOT 5 BLOCK A PLANEVIEW SUB. NO. 1  72701-9319	114.99	C 28873 BROOKS, ONA 2855 COLTEN CV FAYETTEVILLE AR
LOT 5 BLOCK A PLANEVIEW SUB. NO. 1  72701-9319	114.99	C 28873 BROOKS, ONA 2855 COLTEN CV FAYETTEVILLE AR
LOT 1 BLOCK D SANDRA K PLANEVIEW SUB. NO. 1	114.99	C 28950 BURR, JACK L &  220 ACADIA GOODLAND KS 67735
LOT 2 BLOCK D T ETUX PLANEVIEW SUB. NO. 1 RD  78676-9101	114.99	C 28951 GRIMSLEY, CHARLES  101 SANDY POINT  WIMBERLEY TX
LOT 16 BLOCK I PLANEVIEW SUB. NO. 1  3304	114.99	C 29156 GLENN, DION M PO BOX 3304 WICHITA KS 67201-
LOT 28 BLOCK J ETUX PLANEVIEW SUB. NO. 1 JOHNSON  1511	114.99	C 29212 TRICE, VERNON N  % MARCEIA T  14600 E EVANS AVE AURORA CO 80014-



LOT 28 BLOCK J ETUX PLANEVIEW SUB. NO. 1 JOHNSON  1511	114.99	C 29212 TRICE, VERNON N  % MARCEIA T  14600 E EVANS AVE AURORA CO 80014-
LOT 12 BLOCK C TIMOTHY D PLANEVIEW SUB. NO. 2  1445	114.99	C 29530 GOSCHA, DAVID J &  2881 S RUTAN WICHITA KS 67210-
LOT 45 BLOCK E A PLANEVIEW SUB. NO. 2  3706	114.99	C 29639 MICK, CHRISTOPHER  315 SE 2ND NEWTON KS 67114-
LOT 10 BLOCK F A PLANEVIEW SUB. NO. 2  3706	114.99	C 29674 MICK, CHRISTOPHER  315 SE 2ND NEWTON KS 67114-
LOT 10 BLOCK F A PLANEVIEW SUB. NO. 2  3706	114.99	C 29674 MICK, CHRISTOPHER  315 SE 2ND NEWTON KS 67114-
LOT 51 BLOCK F ETAL PLANEVIEW SUB. NO. 2 N  8319	114.99	C 29715 STROBEL, ETTA M  1049 E 140TH AVE  MULVANE KS 67110-
LOT 51 BLOCK F ETAL PLANEVIEW SUB. NO. 2 N  8319	114.99	C 29715 STROBEL, ETTA M  1049 E 140TH AVE  MULVANE KS 67110-



LOT 17 EXC S 20.93 FT M-L KTA BLOCK I PLANEVIEW SUB. NO. 2 AVE  2638	114.99	C 29846 CENICEROS, LYDIA 1650 N JACKSON  WICHITA KS 67203-
LOT 74 BLOCK J & MARICRUZ PLANEVIEW SUB. NO. 2	114.99	C 29940 FERNANDEZ, THOMAS  2810 N TEE TIME WICHITA KS 67205
LOT 2 BLOCK A ETUX HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR 2037 & HILLTOP MANOR 2ND. ADD.	114.99	C 29945 MEYER, OTTO L  525 S WOODCHUCK WICHITA KS 67209-
LOT 28 BLOCK F HILLTOP MANOR SUB. A REPLAT OF PART & DIANE HILLTOP MANOR & HILLTOP MANOR 2ND.  3116	114.99	C 30205 STEVENTON, DONALD  4112 MENLO DR WICHITA KS 67218-
N 15 FT LOT 5 - ALL LOT 7 & S 20 FT LOT 9 BLOCK 10 VICKI L COLLEGE CREST ADD.  3010	114.99	C 30858 KIRK, MICHAEL &  4902 ARLENE ST WICHITA KS 67220-
LOT 18 BLOCK 6 TRUST 2002-1 SUNNY-BROOK 2ND. ADD. HOME LOANS  RD  93063-6712	114.99	C 32211 VENDEE MORTGAGE  % COUNTRYWIDE  MSN SV-103 1800 TAPO CANYON  SIMI VALLEY CA
LOT 10 BLOCK D TRUSTEE	114.99	C 34481 J P MORGAN BANK-



WASHINGTON HEIGHTS ADD. SERVICING INC		% POPULAR MTG
08003		121 WOODCREST CHERRY HILL NJ
LOT 1 LINWOOD ACRES ADD. & KIMBERLY	121.99	C 34698 NIEDENS, DENNIS R
8703		14530 KILLARNEY WICHITA KS 67230-
LOT 1 EXC S 43.45 FT BLOCK 7 FREDERICK, KASSI M CHERRY CREEK HILLS ADD.	114.99	C 37224 MALCOLM-
9445		7701 E LYONS CR DERBY KS 67037-
LOT 1 EXC S 43.45 FT BLOCK 7 FREDERICK, KASSI M CHERRY CREEK HILLS ADD.	114.99	C 37224 MALCOLM-
9445		7701 E LYONS CR DERBY KS 67037-
S 43.45 FT LOT 1 BLOCK 7 FREDERICK, KASSI CHERRY CREEK HILLS ADD.	114.99	C 372240001 MALCOLM-
9445		7701 E LYONS CR DERBY KS 67037-
LOT 6 EXC W 38.9 FT BLOCK 3 TR 1998-1 QUAIL MEADOWS SECOND ADD. FREDERICK	114.99	C 37864 VENDEE MORTGAGE
9445		% KASSI MALCOLM- 7701 E LYONS CR DERBY KS 67037-
LOT 6 EXC W 38.9 FT BLOCK 3 TR 1998-1 QUAIL MEADOWS SECOND ADD. FREDERICK	114.99	C 37864 VENDEE MORTGAGE
9445		% KASSI MALCOLM- 7701 E LYONS CR DERBY KS 67037-
W 38.9 FT LOT 6	114.99	C 378640001



BLOCK 3 M MALCOLM QUAIL MEADOWS SECOND ADD.  9445		FREDERICK, KASSI  7701 E LYONS CR DERBY KS 67037-
LOT 27 BLOCK 2 MORTGAGE ASSOC QUAIL MEADOWS 4TH. ADD.	114.99	C 38457 FEDERAL NATIONAL  1028 S DALTON WICHITA KS 67207
LOT 1 BLOCK A LLC CHISHOLM PARK ESTATES 2ND. ADD.  4025	114.99	C 40252 G & C CONTRACTING  204 WARE ST MAUD TX 75567-
LOT 2 BLOCK A LLC CHISHOLM PARK ESTATES 2ND. ADD.  4025	114.99	C 40253 G & C CONTRACTING  204 WARE ST MAUD TX 75567-
LOT 26 BLOCK 2 S & SARAH B COTTONWOOD VILLAGE SECOND ADD.  1246	114.99	C 40481 BLANCHARD, CRAIG  3248 CRANBERRY WICHITA KS 67226-
PT LOT 1 BEG SE COR N 306.4 FT W 687.34 FT SELY 386.77 FT TO S LI E INC 450 FT TO BEG. BLOCK A TRANSIT, INC SECOND EAST 54 ADD.  RD  63017-3480	114.99	C 431760001 R W HARMON & SONS  % LAIDLAW  STE 345 424 S WOODS MILL  CHESTERFIELD MO
LOT 3 KAPAUN FOURTH ADD.  3646	114.99	C 43608 C-K-M -C & W % C-K-M-C & W BLDG. 1 SUITE 200 555 N WOODLAWN WICHITA KS 67208-



LOT 6 BLOCK 1 L C MEDITERRANEAN PLAZA ADD.  1080	144.00	C 47531 POST ROCK CAPITAL  STE 120 7309 E 21ST N WICHITA KS 67206-
LOT 7 EXC BEG SE COR NE 201.57 FT NWLY TO W LI SE1/4 SEC 32-26-2E S L C TO BEG BLOCK 1 MEDITERRANEAN PLAZA ADD.  1080	131.00	C 47532 POST ROCK CAPITAL  STE 120 7309 E 21ST N WICHITA KS 67206-
LOT 18 BLOCK 1 TOWNE PARC 2ND. ADD.  2411	114.99	C 48055 PINKERTON, KYRA L 2629 LINDEN CT WICHITA KS 67210-
LOT 1 BLOCK 4 BEACON VILLAGE ADD.  4427	114.99	C 48308 HARRIS, TRACY 1807 S OLD MANOR WICHITA KS 67218-
LOT 6 EXC BEG SE COR W 89.16 FT N 242.17 FT W 219.14 FT PAR WITH N LI N 116.22 FT NE 4.54 FT SELY TO NE COR S TO BEG BLOCK 1 MEDITERRANEAN PLAZA 2ND. ADD. 3960	133.00	C 48892 MCIB PARTNERS BLDG 300 2420 N WOODLAWN WICHITA KS 67220-
LOT 82 CHICAGO NOW DOUGLAS AVE. WEST WICHITA ADD.  4702	114.99	D 00217 HARP, SCOTT A 623 W DOUGLAS WICHITA KS 67213-
LOTS 34-36 ELIZABETH AVE LAWRENCE'S 4TH ADD. DR  75028	114.99	D 00565 MCDONALD, G 1700 BIRCHBROOK  FLOWER MOUND TX
LOTS 21-23-25 ROBERT NOW DODGE LLC LAWRENCE'S 7TH. ADD.	114.99	D 00703 ACT PROPERTIES  901 S DODGE



3839		WICHITA KS 67213-
LOT 1 & S 15 FT LOT 3 & 1/2 VAC ALLEY ON W SENECA AVE. MARTINSON'S 3RD. ADD.	114.99	D 00961 REVEST LLC STE 224 1999 N AMIDON WICHITA KS 67203-
2123		
LOTS 493-495 MERIDIAN AVE. CO TRUSTEE MARTINSON'S 5TH. ADD. DR	114.99	D 01159 DEUTSCHE BANK TR 4708 MERCANTILE FORT WORTH TX
76137		
LOTS 22-23 BLOCK 6 MARTINSON'S 7TH. ADD.	114.99	D 01305 NICHOLS, JOHN 2020 W DOUGLAS WICHITA KS 67203-
5733		
N 10 FT LOT 29-ALL LOT 31 TAYLOR & SLAVENS ADD. TRUST	114.99	D 01843 OCHS, PETER L REV 7623 CHAMPIONS CT WICHITA KS 67226-
3545		
LOTS 10-12 MC CORMICK ST. GLENDALE ADD.	114.99	D 02147 THOMAS, LATOYA 1033 W MCCORMICK WICHITA KS 67213-
4430		
LOTS 27-29-31 EXC PT LOT 27 N OF ORIENTA BLVD. & N 2 FT VAC ST. ADJ ON S BLOCK B EAST UNIVERSITY ADD.	114.99	D 02600 BAKER, BILLY RAY P.O. BOX 2511 WICHITA KS 67201
LOTS 13-15 BLOCK D EAST UNIVERSITY ADD.	114.99	D 02616 HAYES, AMY L 1415 S MARTINSON WICHITA KS 67213-
3657		
LOTS 18-20 BLOCK E	114.99	D 02631 HUEBERT, MARK E



EAST UNIVERSITY ADD. 3658		1422 S MARTINSON WICHITA KS 67213-
LOTS 14-16 BLOCK C WHEELER'S ADD. 4207	114.99	D 027090001 D P HOLDINGS INC 1610 EMPORIA WICHITA KS 67211-
THAT PART LOT 2 LY SE OF ORIENT AVE. & ALL LOT 4 EXC ORIENT AVE. L BLOCK K SOUTH UNIVERSITY PLACE ADD.	459.96	D 02821 BLACKMORE, STEVEN  # 106 1333 W MAY WICHITA KS 67212
LOTS 10-12 BLOCK K PROPERTIES LP SOUTH UNIVERSITY PLACE ADD. 0914	114.99	D 02823 HOPEWERKS  PO BOX 914 DERBY KS 67037-
LOTS 10-12 BLOCK K PROPERTIES LP SOUTH UNIVERSITY PLACE ADD. 0914	114.99	D 02823 HOPEWERKS  PO BOX 914 DERBY KS 67037-
LOTS 14-16 BLOCK K PROPERTIES LP SOUTH UNIVERSITY PLACE ADD. 0914	114.99	D 02825 HOPEWERKS  PO BOX 914 DERBY KS 67037-
LOTS 7-9-11 BLOCK O SHARON SOUTH UNIVERSITY PLACE ADD. 2828	114.99	D 028860001 WELLIVER, FRANK &  1902 S SEDGWICK WICHITA KS 67213-
LOTS 25-27 BLOCK O SOUTH UNIVERSITY PLACE ADD. 2828	114.99	D 02890 HAQUE, AZHARUL 1932 S SEDGWICK WICHITA KS 67213-



LOTS 25-27 BLOCK O SOUTH UNIVERSITY PLACE ADD.  2828	114.99	D 02890 HAQUE, AZHARUL 1932 S SEDGWICK WICHITA KS 67213-
ODD LOTS 29-31 SEDGWICK ST BANK ABS INC STILES & SMITH'S ADD  3068	114.99	D 02987000B JP MORGAN CHASE  SERIES #2004-4 1338 S SEDGWICK WICHITA KS 67213-
ODD LOTS 337-339 RICHMOND'S 2ND. ADD.  1651	114.99	D 03081 SCOVEL, TOM WAYNE 1551 N HIGH WICHITA KS 67203-
LOTS 77-79 MC CORMICK AVE ROSA GARFIELD ADD.  2438	114.99	D 03163 URBINA, MANUEL &  7034 E 39TH ST N WICHITA KS 67226-
LOTS 57-59 LINCOLN NOW IRVING ST ERMA L GARFIELD 2ND. ADD. AVE  67035	114.99	D 03322 MONK, MERYMAN P &  20209 SE 150TH  CUNNINGHAM KS
S 70 FT LOTS 62-64-66-68 WALKER AVE PHILOMENA GARFIELD 2ND. ADD. CR  6813	114.99	D 033370001 SADIQ, SAMSON &  10714 PONDEROSA  WICHITA KS 67212-
LOT 40 STEWART'S SUB. CENTER INC EXEMPT 1714-78-TG DR.  2202	154.00	D 03548 WICHITA CHRISTIAN  2900 W KELLOGG  WICHITA KS 67213-



LOTS 57-59 CHASE ST LOANS INC STEWART'S SUB OF RES. A FORBISH PTX-B32  DRIVE	114.99	D 03583 COUNTRYWIDE HOME  LORI JOSEPH-  7105 CORPORATE  PLANO TX 75093
LOTS 19-21 SHERIDAN AVE. CATHERINE V SMITHSON'S SUB.	114.99	D 03727 DILTS, JAMES M &  207 N ASHLEY PARK WICHITA KS 67212
LOTS 44-46 KIRKPATRICK'S 3RD. ADD.  67060	114.99	D 04297 CARTER, JEANNIE 118 E 83RD ST S HAYSVILLE KS
LOTS 21-23-25 BLOCK 16 ETUX REPLAT PART JOHN MC CORMICK'S ADD.  4438	114.99	D 04739 ANDRUS, JESS A  1227 S DODGE WICHITA KS 67213-
E 38 FT LOTS 46-48-50 BLOCK 1 MARTINSON'S 8TH ADD.  6046	114.99	D 05454 MATIAZ, ORONA 1214 W 1ST ST N WICHITA KS 67203-
LOTS 19-21-23 EXC ST VINE ST NICHOLAS E & ANN M BLOCK G PRINCESS ADD  4410	114.99	D 05642 WEATHERMAN,  #802 5205 S CLIFTON WICHITA KS 67216-
BEG 100 FT W SW COR BLK 4 MARTINSON 7TH. ADD. W 100 FT N 100 FT E 100 A FT S TO BEG. SW1/4 SEC 19-27-1E	114.99	D 06082 BALDWIN, JEFFREY  201 N ATHENIAN WICHITA KS 67203
BEG 660 FT N & 759 FT W SE COR	114.99	D 061070016



SE1/4 N 160 FT W 67 FT S 160 FT JR E TO BEG EXC S 20 FT FOR ST SEC 31-27-1E AVE  91790-3043		TENNANT, FOREST S  1/2 336 S GLENDORA  WEST COVINA CA
LOT 28 JO-MAR SUB.	114.99	D 06893 JUDD, BETTY E % ISAAC SMALLWOOD 445 N RICHMOND WICHITA KS 67203
LOTS 49-51 EXC E 10 FT FOR ST CCA-53868 MERIDIAN AVE. GARFIELD PARK ADD.  4227	114.99	D 072770001 GOSE, GALEN L # 1170 105 S BROADWAY WICHITA KS 67202-
E1/2 N1/2 LOT 40 SIM PARK GARDENS ADD.  N.  9034	114.99	D 073200007 GREEN, STEPHEN D 15019 E 77TH ST.  WICHITA KS 67228-
LOT 63 SIM PARK GARDENS ADD. & ANA A IBARRA  1742	114.99	D 073200031 VILLANUEVA, JUAN  4015 W WESTLAWN WICHITA KS 67212-
LOT 64 SIM PARK GARDENS ADD. & ANA A IBARRA  1742	114.99	D 073200032 VILLANUEVA, JUAN  4015 W WESTLAWN WICHITA KS 67212-
LOT 18 & 1/2 VAC ALLEY ADJ ON N BLOCK 1 INVESTMENT PAWNEE PARK ADD.  5629	114.99	D 07415 COCHRAN-STEWART  2347 N AMIDON WICHITA KS 67204-
LOT 189 SIMMONS AVE	114.99	D 08902 KEENEY, LARRY E



RICHMONDS 3RD. ADD. WHITFIELD		% SHEREESE
		3005 LOCUST WICHITA KS 67216
LOTS 121-123-125-127 GORDON AVE RICHMONDS 3RD. ADD. CIR	114.99	D 089270001 BAC NAM LLC 219 S BROWNTHRUSH WICHITA KS 67209
LOTS 121-123-125-127 GORDON AVE RICHMONDS 3RD. ADD. CIR	114.99	D 089270001 BAC NAM LLC 219 S BROWNTHRUSH WICHITA KS 67209
LOT 5 VALLEY ACRES ADD. GILBERT F  2217	114.99	D 09227 BALLINGER,  405 N BAEHR WICHITA KS 67212-
LOT 24 BLOCK 10 MONICA ORCHARD PARK ADD.  5152	114.99	D 09581 MORALES, CESAR &  #35 4960 S SENECA WICHITA KS 67217-
LOT 1 BLOCK 17 2ND. ADD. TO SOUTHWEST VILLAGE  1921	114.99	D 13560 LINDAL, MARLYN S 2804 S BONN AVE WICHITA KS 67217-
LOT 1 BLOCK 17 2ND. ADD. TO SOUTHWEST VILLAGE  1921	114.99	D 13560 LINDAL, MARLYN S 2804 S BONN AVE WICHITA KS 67217-
LOT 5 BLOCK 7 JO & LISA CASANOVA LANGFORD ADD.  0052	114.99	D 13932 ROESCH, VIRGINIA  P O BOX 52 BUHLER KS 67522-



LOT 20 BLOCK 5 FRANCIS HARVEY 2ND. ADD.  60177-1991	114.99	D 14033 MC HENRY, LEONA A APT C 21 WINDSOR CIR SOUTH ELGIN IL
LOT 4 BLOCK A L REV TRUST MT CARMEL 4TH. ADD.	114.99	D 14683 KINDLER, KENNETH  440 N PARKRIDGE WICHITA KS 67212
LOT 5 BLOCK 5 DOWNTAIN'S 1ST. ADD.  1620	114.99	D 14879 FINLEY, KENNETH P PO BOX 1620 WICHITA KS 67201-
LOT 5 BLOCK 5 DOWNTAIN'S 1ST. ADD.  1620	114.99	D 14879 FINLEY, KENNETH P PO BOX 1620 WICHITA KS 67201-
LOT 4 BLOCK C NAITONAL TRUST CO TRUSTE SUNNYSIDE GARDENS 4TH. ADD.	114.99	D 17435 DEUTSCHE BANK  2577 S HOLYOKE CT WICHITA KS 67210
N 70 FT S 86 FT LOT 20 PETTETT GARDENS ADDITION & KARRIE L  2664	114.99	D 17885 THOMPSON, HEATH E  746 N DORIS WICHITA KS 67212-
LOT 4 HICKORY CREEK ADD.  66048-5014	114.99	D 18012 HORN, DENNIS O 4101 S 4TH ST LEAVENWORTH KS
LOT 12            BLOCK C PATE & VESTERING REPLAT OF CHRISTI PART OF STEWART'S SUB	114.99	D 18287 BAKHTIAR, P  PO BOX 20831 WICHITA KS 67208



LOTS 1-2-3-4 BLOCK 1 MISSION ADD.  67050-0232	176.00	D 18674 DLEMK, LP P.O. BOX 232 GARDEN PLAIN KS
LOT 12 BLOCK B TRUSTEE WEST CENTRAL GARDENS 3RD. ADD.	114.99	D 19800 LA SALLE BANK NA  202 MEADOWLARK DERBY KS 67037
LOT 10 BLOCK D COUNTRY ACRES 3RD. ADD. CT  2965	114.99	D 23688 HILTON, JESSE P 1324 N BRUNSWICK  WICHITA KS 67212-
LOT 9 BLOCK V & NICOLE D PRUITT WESTRIDGE VILLAGE ADD. ST  1538	114.99	D 24125 MCLAIN, MICHAEL S  7807 W NANTUCKET  WICHITA KS 67212-
LOT 11 BLOCK 4 ETAL PURCELL'S 10TH. ADD.  5037	114.99	D 24876 KASPER, RICHARD D  1838 GOLD ST WICHITA KS 67213-
LOT 15 BLOCK 7 PURCELL'S 11TH. ADD. CIR  43062-9637	114.99	D 25340 JONKER, JAMES E 392 COTTAGE GROVE  PATASKALA OH
LOT 2 LANDMARK ADD. DAVID B  CR  5662	114.99	D 29806 KELLER, SONYA J &  1304 N SHEFFORD  WICHITA KS 67212-
LOT 4	114.99	D 30438



BLOCK E GERALDINE L LIV TRS WESTPORT ADD.  8745		LOEHR, JAMES F &  3803 N TYLER RD MAIZE KS 67101-
LOT 20 BLOCK 7 ECHO HILLS ADD.  6966	114.99	D 35530 BRYANT, SHARON L 1603 N PINE GROVE WICHITA KS 67212-
COM 229.69 FT SE & 119.99 FT W OF NE COR LOT 2 TH NWLY 229.69 FT M-L & ANN M TO N LI W 247.81 FT M-L TO NW COR S 146 FT M-L E 177.8 FT S 229 FT TH E 30 FT N 150 FT E 86.2 FT TO 3956 BEG ROBERT HAYES ADD.	114.99	D 382090003 STEVENS, JAMES H  STE 230 2400 N WOODLAWN WICHITA KS 67220-
S 183 FT LOT 5 BLOCK 1 ESTATE DEVELOPMENT INC EVERMOOR ADD.  4335	114.99	D 383250001 KANSAS REAL  2116 E CENTRAL WICHITA KS 67214-
RESERVE A ARLINGTON PLACE 2ND. ADD. HOMEOWNERS ASSOC INC  6840	114.99	D 45917 ARLINGTON PLACE  10525 HARVEST CT WICHITA KS 67212-
THAT PART LOTS 16 & 18 LY S OF ORIENT ST. BLOCK D EAST UNIVERSITY ADD. UTILITY ROLL  66762-4706	114.99	D 026190003 SANTA FE RY CO % K & O RAILROAD 315 W 3RD ST PITTSBURG KS
THAT PART LOT 1 BEG SE COR W 668 FT N 450.4 FT W 505.39 FT N 188.72 FT CENTER LLC E 1170 FT TO W LI RES A TH S 639.13 FT TO BEG BLOCK 1 WESLEY WEST ADDITION 37202-1504	114.99	D 48133 WESLEY MEDICAL  TAX DEPARTMENT P.O.BOX 1504 NASHVILLE TN



S 639.13 FT RESERVE A WESLEY WEST ADD. CENTER LLC	114.99	D 48137 WESLEY MEDICAL  TAX DEPARTMENT P.O.BOX 1504 NASHVILLE TN
37202-1504		
RESERVE A HARRISON PARK 2ND. ADD. ADD HOMEOWNERS ASSOC	153.00	C 50957 HARRISON PARK 2ND  527 N FORESTVIEW WICHITA KS 67235-
8112		
LOT 7 BLOCK C BRIDGEFIELD ADD. DR	114.99	C 51134 GIVENS, DARRYL E 9423 E PARKMONT  WICHITA KS 67207-
6631		
LOT 12 BLOCK C TONYA BRIDGEFIELD ADD.	114.99	C 51139 MARCHAND, TIM &  1022 S BRACKEN CT WICHITA KS 67207
LOT 1 BLOCK A C & SANDRA ECK 4TH ADD.	114.99	D 50020 THOMPSON, SCOTTY  1616 W PAWNEE WICHITA KS 67213-
3459		
PART OF LOTS 4 & 5 BEG SWLY COR LOT 4 TH NWLY 242.03 FT TO WLY COR INVESTMENTS LLC SD LOT NE 1.27 FT TO CUR TH NE ALG CUR 211.50 FT E 130.28 SE 51.41 FT E 109.45 FT SE 84.89 FT E 202.61 FT S 190 FT W 65.40 FT TO CUR SW 145.04 FT N 135.33 FT W 147.67 FT S 166.17 FT SW ALG CUR 191.29 FT SW 13.07 FT TO BEG BLOCK K MEADOWVIEW ESTATES ADD	166.00	D 222270004 RIDGE ROAD  150 N MARKET WICHITA KS 67202
LOT 8 BLOCK C INVESTMENTS INC AUBURN HILLS 5TH ADD.	114.99	D 50784 VISION HOMES  PO BOX 224



		COLWICH KS 67030
LOT 17 BLOCK 4 INC RIDGE PORT ADD. 1631	114.99	D 50926 HARTWOOD HOMES 7715 CENTRAL PARK WICHITA KS 67205-
LOT 4 BLOCK C KNOX SIMMONS PARK ADD. JACKSON RD 78230-2563	114.99	D 51263 KNOX, JUSTIN & C APT 3903 11146 VANCE SAN ANTONIO TX
LOT 2 BLOCK D SIMMONS PARK ADD. 81 37802-9790	114.99	D 51281 CMH HOMES INC % E. ROCHAT FILE PO BOX 9790 MARYVILLE TN
LOT 3 BLOCK D SIMMONS PARK ADD. 81 37802-9790	114.99	D 51282 CMH HOMES INC % E. ROCHAT FILE PO BOX 9790 MARYVILLE TN
LOT 3 BLOCK D SIMMONS PARK ADD. 81 37802-9790	114.99	D 51282 CMH HOMES INC % E. ROCHAT FILE PO BOX 9790 MARYVILLE TN
LOT 12 BLOCK 1 CONSTRUCTION INC COUNTRY CLUB COURT ADD. BLDG GROUP INC 0530	114.99	C 52999 F & G %FOUTS GELLER PO BOX 530 GODDARD KS 67052-
LOT 1 EXC BEG WLY MOST NW COR E 435.17 FT S 233.16 FT W 385.17 FT N TR ETAL 85.16 FT W 50 FT N 148 FT TO BEG	379.00	C 53403 HECOX, NORMA LIV 9414 W CENTRAL



BLOCK 1 3814 PLAZA AT CHERRY CREEK HILLS		WICHITA KS 67212-
LOT 1 EXC BEG WLY MOST NW COR E 435.17 FT S 233.16 FT W 385.17 FT N TR ETAL 85.16 FT W 50 FT N 148 FT TO BEG BLOCK 1 3814 PLAZA AT CHERRY CREEK HILLS	379.00	C 53403 HECOX, NORMA LIV 9414 W CENTRAL WICHITA KS 67212-
BEG SE COR N 50A E1/2 NE1/4 W ALG 06122063T0001 N LI ENTERPRISE 2ND ADD. 265 FT N & HECTOR A 105.78 FT E 265 FT TO E LI NE1/4 S 105.78 FT TO BEG EXC E 30 FT FOR 2438 ST SEC 7-28-1E	114.99	D URBINA, MANUEL A 7034 E 39TH ST N WICHITA KS 67226-
LOT 1 EXC BEG NW COR TH S 1210 FT E 450 FT S 572 FT E 400 FT N 572 FT ETAL W 250 FT N TO N LI W TO BEG & EXC BEG 100 FT N SW COR TH N 150 FT E 2196 200 FT S 150 FT W 200 FT TO BEG TRINITY ACADEMY ADDITION	140.00	C 53685 NATH, WILLIAM PO BOX 782196 WICHITA KS 67278-
LOT 3 BLOCK 3 LLC BELLE TERRE SOUTH ADD.  1783	114.99	C 54262 NORDYKE VENTURES STE 100 8558 W 21ST ST N WICHITA KS 67205-
LOT 5 BLOCK 3 MANAGEMENT LLC PARK EAST ADD.  1063	114.99	C 54497 LIBERTY ASSET 151 S WHITTIER ST WICHITA KS 67207-
LOT 9 BLOCK 3 TIMBER LAKES ESTATES 3RD. ADD.	114.99	C 54688 MILES, RUDOLPH N 4409 E 27TH ST



2556		WICHITA KS 67220-
LOT 10 BLOCK 3 TIMBER LAKES ESTATES 3RD. ADD.	114.99	C 54689 MILES, RUDOLPH N 4409 E 27TH ST WICHITA KS 67220-
2556		
LOT 6 BLOCK 4 JACKIE ANGEL ACRES ADD.	114.99	D 54003 CAMPA, MICHAEL &  2147 S LAURA ST WICHITA KS 67211-
5118		
LOT 7 BLOCK 4 ANGEL ACRES ADD.	114.99	D 54004 REHRER, GINA M 924 SOUTH ST POINT PLEASANT NJ
08742-3953		
LOT 1 BLOCK 5 ANGEL ACRES ADD.	114.99	D 54006 REHRER, GINA M 924 SOUTH ST POINT PLEASANT NJ
08742-3953		
LOT 2 BLOCK 6 ANGEL ACRES ADD.	114.99	D 54012 REHRER, GINA M 924 SOUTH ST PT PLEAS BCH NJ
08742-5141		
LOT 5 BLOCK 6 ANGEL ACRES ADD.	114.99	D 54015 SEPAN, KIM 7 MEADOW PT. DR BRICK NJ 08742
LOT 9 BLOCK 6 ANGEL ACRES ADD.	114.99	D 54019 REHRER, GINA M 924 SOUTH ST PT PLEAS BCH NJ
08742-5141		
LOT 10 BLOCK 6 ANGEL ACRES ADD.	114.99	D 54020 REHRER, GINA M 924 SOUTH ST



08742-5141		PT PLEAS BCH NJ
LOT 12 BLOCK 6 ANGEL ACRES ADD.	114.99	D 54022 REHRER, GINA M 924 SOUTH ST PT PLEAS BCH NJ
08742-5141		
LOT 13 BLOCK 6 ANGEL ACRES ADD.	114.99	D 54023 REHRER, GINA M 924 SOUTH ST PT PLEAS BCH NJ
08742-5141		
LOT 14 BLOCK 6 ANGEL ACRES ADD.	114.99	D 54024 REHRER, GINA M 924 SOUTH ST PT PLEAS BCH NJ
08742-5141		
LOT 16 BLOCK 6 ANGEL ACRES ADD.	114.99	D 54026 REHRER, GINA M 924 SOUTH ST PT PLEAS BCH NJ
08742-5141		
LOT 2 STONEBOROUGH 2ND ADD.	121.99	A 19284 STONEBOROUGH CORP % CARLA BARROWS P O BOX 9790 MARYVILLE TN
37802-9790		
W 250 FT S 66 FT LOT 25 & W 250 FT N 66 FT LOT 32 VAN DALE ADD	121.99	D 54114 MAISCH, PEGGY APT 141 6838 NW 16TH ST OKLAHOMA CITY OK
73127-3306		
W 60 FT LOT 9 & E 20 FT LOT 10 BLOCK B 2ND CLARKDALE SUB	114.99	D 54334 MILLER, MICHAEL L 920 W 63RD ST S WICHITA KS 67216
LOT 1 BLOCK 1 MAPLE STREET MINI-MALL ADD.	114.99	D 54607 VANCE, GREGG 1317 PINEGROVE CT WICHITA KS 67212-
5670		



LOT 9 BLOCK 1 LLC BELLE TERRE SOUTH 2ND ADD.  9768	114.99	C 55820 HALL PROPERTIES  337 OAKWOOD CT ANDOVER KS 67002-
LOT 2 BLOCK 2 LLC WHISPERING LAKES ESTATES ADD.  2124	114.99	C 56613 WHISPERING LAKES  #375 1999 N AMIDON WICHITA KS 67203-
LOT 1 BLOCK 1 DEVELOPMENT LLC SPENCER GARDENS ADD., REPLAT OF  1464	166.00	C 57293 CENTRAL PLAINS  SUITE A 3620 E SUNNYBROOK WICHITA KS 67210-
LOT 13 BLOCK 1 LLC CHAPEL HILL 2ND ADD.	114.99	C 59121 JPMC PROPERTIES  9210 E 34TH ST N WICHITA KS 67226
W 100 FT LOT 6 BLOCK 3 CHAPEL HILL 2ND ADDITION  2536	114.99	C 59150 JACOBS, STEVEN L 31 CYPRESS WICHITA KS 67206-
LOT 12 BLOCK C SHADOW WOODS ADD.  0337	114.99	D 58122 MAPLE GROUP LLC PO BOX 75337 WICHITA KS 67275-
LOT 14 BLOCK B CHELLADURAI HIDDEN GLEN ADD.  1901	114.99	B 15176 ADISESH,  1422 E 45TH ST S WICHITA KS 67216-
LOT 4	114.99	C 60086



BLOCK 2 NICOLE K FAWN GROVE AT SUNSET LAKES ADD 4324		HENLEY, REICO D &  11030 FAWN GROVE WICHITA KS 67207-
RESERVE C BLUE LAKE ADDITION  0530	978.00	D 60285 BLUE LAKE LLC PO BOX 530 GODDARD KS 67052-
THAT PART LOT 2 BEG SE COR W 134.09 FT N 245 FT E 134.09 FT S 245 FT TO AUTOMOTIVE OF WICHITA INC BEG BLOCK 1 ABERDEEN COMMERCIAL ADDITION 0524	121.99	D 48303001A FAST TRACK  P O BOX 9524 WICHITA KS 67277-

SECTION 2. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **15th** day of **January, 2008**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



Published in The Wichita Eagle on **January 18, 2008**

ORDINANCE NO. \_\_\_\_\_.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT	PROPERTY OWNER
LOT 124 WATER ST. MUNGER'S ORIGINAL TOWN	1,869.10	A 00552 NORDYKE, MARK STE 200 8558 W 21ST WICHITA KS 67205-1783
LOT 1245 MARKET ST. BUSH'S ADD.	1,221.88	A 01427 DODD, HERBERT K 901 N BROADWAY WICHITA KS 67214-3531
LOTS 41-43 BLOCK 8 MARTIN H FAIRVIEW ADD.	593.10	A 02232 MORENO, ALFREDO &  1943 PARK PLACE WICHITA KS 67203-2545
LOTS 41-43-45-47 MARKET ST. CONTRACTOR INC GARLAND BROOK ADD.	1,899.57	A 02799 GREAT PLAINS  2505 N MARKET WICHITA KS 67219-4426
LOTS 129-131-133 ARKANSAS AVE ROSENTHAL'S SUB	828.16	A 03011 OWINGS, JAMES B 733 QUEEN MAIZE KS 67101-9668
N 59 FT S 150 FT E 3 FT LOT 122 & N 59 FT S 150 FT LOTS 123-124-125-126 OF WICHITA LLC	999.10	A 05367002G0001 LIGHTHOUSE PROPERTIES



& N 59 FT S 150 FT W 20 FT LOT 127 20TH. ST. MOTOR ADDITION		1440 FAIRMOUNT WICHITA KS 67208
E 50 FT LOTS 110-112 MAIN ST. KATHERINE L LEE'S ADD.	561.44	A 059880001 SEAGO, CLIFTON &  1750 WOODLAND ST WICHITA KS 67203-2740
LOT 1 CUMMING'S ADD.	954.61	A 11145 DAMRON, LAURA LYNN PO BOX 94 ANDOVER KS 67002-0094
LOTS 31-32 BLOCK 21 THELMA R JONES PARK ADD.  7716	642.05	A 12880 TRAIL, BILLY S &  % THELMA R INMAN 19247 US HIGHWAY 160 WINFIELD KS 67156-
LOTS 10-11 BLOCK 22 JONES PARK ADD.  7716	782.93	A 12890 TRAIL, THELMA R % THELMA R. INMAN 19247 US HIGHWAY 160 WINFIELD KS 67156-
LOTS 145-146-147 GIBBONS GARDENS LUPITA M  67147-8140	593.10	A 13192 LOPEZ, FRANCISCO G &  12400 W 93RD VALLEY CENTER KS
LOT 1 BLOCK 5 ETUX NORTHWEST HEIGHTS ADD.	1,416.56	A 13761 SMITH, FREDRICK W  2655 N RICHMOND WICHITA KS 67204-4635
LOT 55 VAN ACRES ADD. JULIA A	1,090.37	A 13866 SECKMAN, GARY A &  2935 N CHARLES WICHITA KS 67204-4725
LOTS 11-13 ALLEN NOW MATHEWSON AVE. ALLEN'S 2ND. ADD.	1,758.94	B 027880001 APPLEGATE, EMMITT E 2112 E MAYWOOD ST WICHITA KS 67216-3325



LOTS 57-59 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	1,551.51	B 03366 GILMORE, JOETTA % TRACI GILMORE-PAGE 2511 E GRAHAM WICHITA KS 67214-2148
LOTS 86-88 WABASH AVE. ETUX BURLEIGH'S 3RD. ADD.  4352	605.42	B 035420002 SCOTT, CLARENCE T  2380 BANKSTONE DR SW MARIETTA GA 30064-
LOTS 80-82 PENNSYLVANIA AVE. HARVEY'S WALNUT GROVE ADD.	349.05	B 03973000D BAKER, JOHN E ETAL 2641 N BLUFF WICHITA KS 67220-2514
E 84 FT OF LOTS 69-71 BLOCK 7 M SHANK ORME & PHILLIPS ADD.	2,774.93	B 047270001 RADER, JOHNNY & ALICE  843 S EMPORIA WICHITA KS 67211
LOT 29 COTTAGE PARK ADD.  2012	852.42	B 05131 DAVIS, MICHAEL E ETUX APT 16B 8401 SPAIN RD NE ALBUQUERQUE NM 87111-
S 50 FT OF LOT 2 BLOCK 8 KINKAID'S 2ND. ADD.	1,303.01	B 060360001 DAWSEY, GEORGE O SR APT 3405 10350 LANSEND DR HOUSTON TX 77099
LOTS 10-12 TOPEKA AVE FARNUM'S SUB.	939.45	B 06165 ROCHA, ELIDA 2111 S TOPEKA WICHITA KS 67211-4834
LOTS 1-2 KINGS ADD. TRAM HUYNH	569.68	B 07283 NGUYEN, CHINH VAN &  1129 N PINECREST WICHITA KS 67208-2733
LOTS 57-59 LULU AVE. MC CORMICK'S ADD.	971.45	B 08044 HOPKINS, FRANCES M 1515 LULU WICHITA KS 67211-3513
LOT 12 & S 15 FT LOT 14	619.85	B 08274



STRONG'S SUB BLK 4 ETUX SCHWEITER'S 2ND ADD.		THRONDSO, WILLIAM E #14 6491 PAREDES LINE RD. BROWNSVILLE TX 78526-
9436		
LOTS 41-43-45 BLOCK 3 LA MASCOTTE ADD.	795.58	B 10015001A MORENO, MICHAEL 2452 S LAURA WICHITA KS 67218
LOT 22 & W1/2 ALLEY ADJ ON E BODINES ADD.	956.71	B 10232 OCHS, PETER L REV TR 319 S OAK WICHITA KS 67213-4637
S 1/2 LOT 61-ALL LOT 63 BUTLER & FISHERS'S SUB. METHODIST CHURCH	579.18	C 00227 ST MARK UNITED  1525 N LORRAINE WICHITA KS 67214-2444
LOTS 38-40 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	985.72	C 00654 BURNEY, WILLIAM JR 6608 PEPPERWOOD CT WICHITA KS 67226-1606
LOTS 34-36 TENTH ST. ADD. A	564.40	C 00827 DAVIS, ONEIL & JULIA  5017 E 21ST ST N WICHITA KS 67208-1604
LOTS 23-25 GROVE ST. LOGAN ADD.	769.38	C 01240 DAVIS, ONEIL 5017 E 21ST ST N WICHITA KS 67208-1604
LOT 167 & N 1/2 LOT 169 GROVE ST. LOGAN ADD.	811.66	C 01265 HALL, MATTHEW E 2451 S 208TH ST W GODDARD KS 67052-9183
LOTS 24-26 BLOCK 3 LOUISE KANSAS ADD.	832.51	C 01297000A HENDERSON, JESSIE  628 W SCHOOL ST COMPTON CA 90220-1923
LOTS 166-168 BLOCK 14	801.62	C 0145900B3 WILLIAMS, JOE L



PENNSYLVANIA ADD.		% TRACY D WILLIAMS 1531 BROADWAY CLARKSVILLE IN 47129-
7710		
LOT 1 & N 1/2 LOT 3 POPLAR AVE. OLIVER'S SUB BLK 5 CHAUTAUQUA ADD.	1,273.96	C 02074 NICHOLS, WILLIAM 1847 S WACO WICHITA KS 67213-5062
E 13 FT LOT 25-ALL LOT 27 & W 12 FT LOT 29 ETAL ALICE'S SUB. MITCHELL	1,025.12	C 027000001 LAWRENCE, RICHARD L  % GWENDOLYN J 829 MILLSTEAD MEMPHIS TN 38122-4230
LOTS 77-79 GREEN ST. FAIRMOUNT PARK ADD.	664.63	C 02788 REDDINGS, LEE ROY % MICHAEL CRIGLER 2655 N PERSHING CT WICHITA KS 67220-2567
LOTS 29-31 ACADEMY NOW VOLUTSIA AVE. RAE FAIRMOUNT PARK ADD.	822.31	C 02883 WALKER, EDDIE & DIANA  1323 N VOLUTSIA WICHITA KS 67214-2535
LOTS 54-56 MT. VERNON NOW ERIE AVE. GILLABROTHAR FAIRMOUNT PARK ADD.	863.69	C 02969 HOOKS, LEORA & DORIS  1505 N CHAUTAUQUA WICHITA KS 67214-2428
LOTS 77-79 CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	619.75	C 02997 HOY, LINDA L APT 902 5921 MILL CREEK DR HAZELWOOD MO 63042-
3931		
LOTS 85-87 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	630.05	C 029980001 COOK, WAYNE H % JAMES MARTIN 1211 N CHAUTAUQUA WICHITA KS 67214-2542
LOTS 43-45 BLOCK 3 ESTERBROOK PARK ADD.	1,176.30	C 03143 RAYA, JANICE 319 E TALL TREE RD DERBY KS 67037-3808
LOTS 17-19 BLOCK 6	1,226.50	C 03190 PROMISE LLC



ESTERBROOK PARK ADD.		SUITE 1400 301 N MAIN WICHITA KS 67202
LOTS 49-51 LORRAINE AVE. WOODRIDGE PLACE ADD.  3364	622.13	C 03280 SAYERS, KENNY V JR 5246 WOODEND KANSAS CITY KS 66106-
LOTS 81-83 LORRAINE AVE. VINCENT E WOODRIDGE PLACE ADD.  5058	393.50	C 032830001 MOORE, GRACE E &  1827 RENADA CR N LAS VEGAS NV 89030-
LOT 2 & 8 FT STRIP ADJ ON N MARSH'S REPLAT	680.18	C 03476 SPECK, DONALD L ETUX 1429 N POPLAR WICHITA KS 67214-2125
LOTS 41-43-45-47 DOUGLAS TR BLACK'S ADDITION	597.70	C 05083 CAMPBELL, LULA M REV  STE 208 1999 AMIDON ST WICHITA KS 67203-2123
LOT 57-59 AVENUE L NOW ERIE SECOND SUNNY-SIDE ADD.	878.06	C 06194 FRITZLER, CORYN C APT 702 1333 W MAY ST WICHITA KS 67213-3571
LOT 6 MC COOL & LAMBE'S ADD.	573.38	C 09117 ROGERS, REGINALD L 829 S MARTINSON WICHITA KS 67213-3855
LOTS 13-14 BLOCK 7 ROOSEVELT FIELD 2ND. ADD.  2039	805.39	C 09415 NOVASTAR MORTGAGE INC STE 200 8140 WARD PARKWAY KANSAS CITY KS 64114-
LOT 1 & N 10 FT LOT 3 BLOCK J INDIANA LONGVIEW TERRACE ADD.	1,033.73	C 10436 NATIONAL CITY BANK OF  701 S BLUFF WICHITA KS 67218-2123
LOTS 45-46 BLOCK 4	579.80	C 10499000A GOOLSBY, DOUGLAS W



EAST HIGHLANDS ADD. 67147-0252		P.O.BOX 252 VALLEY CENTER KS
LOTS 35-36 BLOCK 6 EAST HIGHLANDS ADD.	809.07	C 105170001 SHAH, AUDRA J PO BOX 20056 WICHITA KS 67208-1056
LOT 15 BLOCK 4 PARKMORE ADD.	985.72	C 11979 MEADOR, DAVID E 1704 NW PARKWAY WICHITA KS 67212-1548
LOT 3 BLOCK 11 ESTATE PARKMORE ADD.	479.05	C 12078 GRAHAM, DOROTHY  2324 E RANDOM RD WICHITA KS 67214-3375
LOT 13 GRAHAM-PRATER SUB. NO. 3 ASSOC	1,482.45	C 12849 LASALLE BANK NATIONAL  1522 N ESTEELE WICHITA KS 67214
LOT 37 PARKMORE 2ND. ADD.	887.70	C 14022 RRR PORPERTIES LLC P.O. BOX 781752 WICHITA KS 67278-1752
LOT 4 BLOCK U UNIVERSITY PARK ADD.  92557-7005	1,669.65	C 15930 ARINWINE, VOLARAY APT 1 23349 HEMLOCK AVE MORENO VALLEY CA
LOT 4 BLOCK 4 BUILDER'S FIRST ADD.	774.40	C 16102 LOVE, LEROY SR ESTATE 2219 E SHADYBROOK WICHITA KS 67214-1956
LOT 2 WARD & GRAHAM ADD.	786.09	C 16748 RULE, PEGGY L 1101 W CASADO ST WICHITA KS 67217-2301
LOTS 2-4 & N 4 FT LOT 6 BLOCK 15 CORP EICHHOLTZ ADD.	584.99	C 16905 OPTION ONE MORTGAGE  6501 IRVINE CENTER DR



		IRVINE CA 92618
LOT 12 BLOCK 7 J WALTER ROSS ADD.  3135	638.08	C 19170 NEWBERN, PAUL ETUX 340 PANOLA RD ELLENWOOD GA 30294-
LOT 4 BLOCK L TRUST VI AUDREY MATLOCK HEIGHTS 1ST. ADD.	604.53	C 20859 AMERICAN HOUSING  % JDJ PROPERTIES INC 5902 E POLO DR WICHITA KS 67208-2666
LOT 1 BLOCK N KIMBERLY L AUDREY MATLOCK HEIGHTS 1ST. ADD.	1,102.63	C 20877 WILLIAMS, TIMOTHY H &  2911 E 24TH ST WICHITA KS 67219-4819
LOT 1 REPLAT OF BLOCK 13 SERVICES OF AMERI PAWNEE RANCH ADD.	866.86	C 22804 NEIGHBORHOOD HOUSING  3149 TIMBERLANE WICHITA KS 67216-2342
LOT 10 BLOCK 2 & KATHY RUSSELL ROSS ADD.	970.74	C 23122 THOMPSON, DONALD M JR  4334 N SPYGLASS WICHITA KS 67226
LOT 2 BLOCK 2 KAARE P ERICKSON GLENAIRE ADD.  73142-6009	356.00	C 23798 CAMPBELL, LAURA &  6725 NW 130TH ST OKLAHOMA CITY OK
LOT 14 BLOCK D MC ADAM ACRES SECOND ADD.	831.23	C 24934 SOWELL, MARILYN 2389 SW BUTLER RD BENTON KS 67017-9125
LOT 3 BLOCK 3 EASTRIDGE 8TH. ADD.  1097	553.40	C 25376 OLEVIC, INES 3880 RUSKIN ST LAS VEGAS NV 89147-
LOTS 1-3	832.53	C 30799



BLOCK 6 COLLEGE CREST ADD.		BELL, WINSTON Z APT 232 4921 E HARRY ST WICHITA KS 67218-3843
N 10 FT LOT 43 - ALL LOTS 45 & 47 BLOCK 11 SHONDA A COLLEGE CREST ADD.	819.05	C 30886 HEMBRY, ALICE F & LA  PO BOX 8134 WICHITA KS 67208-0134
LOT 12 BLOCK E TRUSTEE MONA-LYNN ESTATES ADD.	601.05	C 31132 HSBC BANK USA NA AS  % EDWARD E EMBREE STE 240 4707 W 135TH ST LEAWOOD KS 66224
LOT 4 BLOCK 2 ADMINISTRATION OAK KNOLL 2ND. ADD.	1,181.22	C 42671 VETERANS  1 FEDERAL DR ST PAUL MN 55111
LOTS 410-412 PHILLIPS NOW RICHMOND AVE. GARY L MILLS MARTINSON'S 5TH. ADD.	818.40	D 01148 MILLER, CHRISTINA M &  830 S RICHMOND WICHITA KS 67213-1735
E 20 FT LOT 18 & W 20 FT LOT 19 UNIVERSITY AVE WINNE'S ADD.	1,524.27	D 01786 WILSON, RANDY LEE 411 W UNIVERSITY AVE WICHITA KS 67213-4513
LOTS 82-84 EXC W 54 FT COOP'S GROVE ADD.  LOANS	1,250.24	D 02486 BEAL BANK S S B % COUNTRYWIDE HOME  7105 CORPORATEDRIVE PLANO TX 75024-4100
LOTS 29-31 BLOCK B SOUTH UNIVERSITY PLACE ADD.	913.23	D 027500001 DAVE ALLEN MOTORS INC PO BOX 75445 WICHITA KS 67275-5445
LOTS 18-20 BLOCK H SOUTH UNIVERSITY PLACE ADD.	896.38	D 02785000A HUTCHISON, CHRIS 1719 S SEDGWICK WICHITA KS 67213-2924
LOTS 61-63	1,168.66	D 02991



POWER NOW SEDGWICK TRUST VIII STILES & SMITHS ADD. LUCILLE J KING		AMERICAN HOUSING  % BENJAMIN L &  2015 NE 170 AVE CHENEY KS 67025
S 50 FT OF N 100 FT W 1/2 LOT 22 SMITHSON'S ADD. MORTGAGE	989.06	D 03630 FEDERAL HOME LOAN  5000 PLANO PARKWAY CARROLLTON TX 75010
LOT 3 EXPOSITION AVE. JENKIN'S ADD.	358.40	D 06641 NIXON, VICKI L 1934 S EXPOSITION WICHITA KS 67213-3540
LOT 3 BLOCK 3 PAWNEE PARK ADD.	381.40	D 07439 EARLS, JACQUELINE F 2014 S EVERETT WICHITA KS 67213-2810
S 40 FT LOT 22 & N 40 FT LOT 23 BLOCK 2 BRENDA WESTBOROUGH 2ND ADD	778.81	D 09823 SNYDER, BRYCE ED &  1537 S BLECKLEY WICHITA KS 67218-3315
LOT 15 BLOCK 3 FRUITVALE PARK ADD.	778.81	D 11323 ROBERT, TRAVIS J 324 N CLARA WICHITA KS 67212-2453
LOT 16 BLOCK 5 1ST. ADD. TO SOUTHWEST VILLAGE	587.86	D 12901 JACKSON, TROY JV 1306 PINE TREE RD DERBY KS 67037-2147
LOT 10 BLOCK 10 CHARLINE 1ST. ADD. TO SOUTHWEST VILLAGE	880.18	D 13039 STRINGER, BRYAN &  2314 W JEWELL ST WICHITA KS 67213
LOT 13 BLOCK 9 TRUST CO NA 2ND. ADD. TO SOUTHWEST VILLAGE	600.53	D 13363 BANK OF NEW YORK  3157 S BENNETT WICHITA KS 67217
LOT 18	836.51	D 13709



BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE		RULE, PEGGY L TR 1101 W CASADO ST WICHITA KS 67217-2301
LOT 3 BLOCK 1 STACIE M SUNSET HEIGHTS ADD.	611.26	D 14474 MARES, ROBERT C &  PO BOX 47042 WICHITA KS 67201
LOT 1 BLOCK 8 ROCHELLE L DOWNTAIN'S 1ST. ADD.	378.58	D 14917 HARPER, GEORGE R &  1701 S CATHERINE WICHITA KS 67213-1501
LOT 19 BLOCK 7 MARJORIE M PURCELL'S TENTH ADD.	1,228.44	D 24938 SAINDON, ROLAND J &  5110 S SENECA WICHITA KS 67217
LOT 12 A. VERNE ROBERTS ADD.	1,171.25	D 27746 RADER, PAUL I LIV TR 1400 W 50TH ST S WICHITA KS 67217-5014
N 60 FT S 237.3 FT LOT 1 BLOCK 2 HOTMAR ADD.	775.00	D 298120001 MOORE, ERIC J 2121 S SENECA WICHITA KS 67213-4222
W 75 FT E 375.2 FT LOT 8 EXC S 5 FT FOR RD ETAL INTERURBAN PLACE ADD.	879.19	A 18145 STENGEL, WILLIAM L  1332 N WESTLINK AVE WICHITA KS 67212-4239
LOT 1 WINTERSET PLAZA ADD.  67050-9237	1,055.02	D 51890 RAMA'S LLC 5001 S 263RD ST W GARDEN PLAIN KS
LOT 9 BLOCK 1 DEBORAH JOHNSTON HUNTINGTON POINTE ADD.	997.54	C 55189 BONEBRAKE, DENNIS &  APT 744 330 S TYLER RD WICHITA KS 67209-1682



SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th day of January, 2008**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law



**City of Wichita**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous & Unsafe Structures (All Districts)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

**Recommendation:** Approve the assessments and ordinances.

**Background:** The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor, or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on January 18, 2008. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2008 bonds sell. The principal and interest will then be spread for 1-year and placed on the 2008 tax roll.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List – Special Assessments



<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
7412 W Hale	demolition (condemnation)	\$9,670.60	V
2234 N Woodland	demolition (condemnation)	\$8,001.40	VI
1954 N Ash	gas services removal	\$358.79	I
1612 N Kansas	gas services removal	\$358.79	I
1401 N Battin	gas services removal	\$358.79	I
2137 S Emporia	demolition (condemnation)	\$5,765.50	III
2502-04 E 20 <sup>th</sup>	demolition (condemnation)	\$5,306.50	I
2508 E 20 <sup>th</sup>	demolition (condemnation)	\$2,769.50	I
1547 N Estelle	demolition (condemnation)	\$5,486.79	I
814 West Clark	demolition (condemnation)	\$6,032.79	III
1748 N Estelle	demolition (condemnation)	\$6,223.29	I
2635 E Stadium	demolition (condemnation)	\$4,882.50	I
1502 E 16 <sup>th</sup> St. N.	demolition (condemnation)	\$6,107.29	I
1954 N Minneapolis	demolition (condemnation)	\$5,969.29	I
1645 N Mathewson	demolition (condemnation)	\$4,817.00	I
500 N Clara	demolition (condemnation)	\$6,201.00	IV
1021 N Spruce	demolition (condemnation)	\$6,303.50	I
2215 N Minneapolis	demolition (condemnation)	\$5,596.79	I
319 S Dodge	demolition (condemnation)	\$7,513.50	IV
2137 South Emporia	gas services removal	\$358.79	III
2502-04 E 20 <sup>th</sup>	gas services removal	\$358.79	I
2508 E 20 <sup>th</sup>	gas services removal	\$358.79	I
2635 E Stadium	gas services removal	\$358.79	I
1222 N Green	demolition (condemnation)	\$7,513.50	I
1311 N Estelle	demolition (condemnation)	\$6,565.29	I
623 S Martinson - Front	demolition (condemnation)	\$7,406.29	IV
3101 N Mascot	demolition (condemnation)	\$5,173.50	VI
1035 N Green	(Asbestos Survey – owner demolished structure)	\$174.00	I
1927 E Looman	demolition (condemnation)	\$9,724.50	I
<b>TOTAL</b>		<b>\$135,715.85</b>	

1301 N Grove	emergency board-up	\$302.00	I
1748 N Old Manor	emergency board-up	\$173.25	I
300 S Elizabeth	emergency board-up	\$306.28	IV
515 N Poplar	emergency board-up	\$208.85	I
1735 S Broadway	emergency board-up	\$176.49	III
1138 S St. Clair	emergency board-up	\$335.02	IV
515 N Poplar	emergency board-up	\$181.30	I
1351 N Poplar	emergency board-up	\$133.98	I
1245 N Green	emergency board-up	\$124.87	I
1735 S Main	emergency board-up	\$648.86	III
2001 E 21 <sup>st</sup> St. N.	emergency board-up	\$157.04	I
1607 N Oliver	emergency board-up	\$155.48	I
2011 E 21 <sup>st</sup> St. N.	emergency board-up	\$197.04	I
2331 N Green	emergency board-up	\$174.49	I
300 S Elizabeth	emergency board-up	\$190.98	IV
938 N Old Manor	emergency board-up	\$155.82	I
2056 S Poplar	emergency board-up	\$155.28	III
3015 N Park Place	emergency board-up	\$160.54	VI



708 N Minneapolis	emergency board-up	\$237.60	I
1138 N Ash	emergency board-up	\$135.43	I
1122 N Grove	emergency board-up	\$121.48	I
2655 N Spruce	emergency board-up	\$185.53	I
1301 N Grove	emergency board-up	\$171.83	I
1634 S Ellis	emergency board-up	\$127.54	I
1942 S Washington	emergency board-up	\$163.53	III
2034 N Waco	emergency board-up	\$147.59	VI
2331 N Green	emergency board-up	\$163.77	I
2422 N Minnesota	emergency board-up	\$168.70	I
361 N Volutsia	emergency board-up	\$132.99	I
2361 N Green	emergency board-up	\$181.75	I
1139 N Fairview	emergency board-up	\$100.44	I
1308 N Minneapolis	emergency board-up	\$267.93	I
2117 S Topeka	emergency board-up	\$135.79	III
1855 N Market	emergency board-up	\$172.75	VI
3156 N Arkansas	emergency board-up	\$153.73	VI
1212 N Chautauqua	emergency board-up	\$191.36	I
724 N Dougherty	emergency board-up	\$247.98	VI
2311 N Estelle	emergency board-up	\$175.59	I
1323 N Volutsia	emergency board-up	\$214.07	I
1806 East 12 <sup>th</sup>	emergency board-up	\$100.10	I
2922 E 16 <sup>th</sup>	emergency board-up	\$253.11	I
433 N Grove	emergency board-up	\$140.03	I
411 W University	emergency board-up	\$234.45	IV
7708 E Lincoln	emergency board-up	\$152.53	II
411 N Madison	emergency board-up	\$90.68	I
1328 N Lorraine	emergency board-up	\$209.54	I
2034 N Waco	emergency board-up	\$186.53	VI
1323 N Volutsia	emergency board-up	\$86.83	I
2031 E Random	emergency board-up	\$127.99	I
2539 N Estelle	emergency board-up	\$132.94	I
1351 N Poplar	emergency board-up	<u>\$121.43</u>	I
<b>TOTAL</b>		<b>\$9,371.11</b>	



First Published in the Wichita Eagle on \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE DEVELOPMENT OF THE AKANSAS RIVER CORRIDOR ACCESS PLAN STUDY FROM RICE COUNTY TO THE OKLAHOMA BORDERS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Arkansas River corridor access plan study from Rice County to the Oklahoma borders.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$30,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 8th day of January 2008.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW



**Agenda Item No. 18.**

**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Arkansas River Corridor Access Plan (Districts I, III, IV, V & VI)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

**Recommendation:** Approve the bonding resolution.

**Background:** On August 9, 2005 City Council approved \$30,000 for the Arkansas River Corridor Access Plan. The purpose of the study was to identify key access points along the Arkansas River from Rice County to the Oklahoma border for recreation purposes.

Applied Ecological Services in association with Patti Banks Associates were selected to provide services to develop the Arkansas River Corridor Access Plan (ARCAP). The ARCAP project is a multi-jurisdictional plan that included project partners from a three county area. The partners in this plan include the Arkansas River Coalition, Reno County, Sedgwick County, Sumner County, Hutchinson, South Hutchinson, Wichita, Derby, Oxford, and the Kansas Department of Wildlife and Parks. Each partner provided financial contributions to this plan.

**Analysis:** Council Minutes from August 9, 2005 and the Park and Recreation Department agenda report verifies Council's approval of a bond resolution for \$30,000 for the Arkansas River Corridor Access plan. The resolution was not signed and published at the time the item was approved by the City Council.

**Financial Considerations:** On August 9, 2005, the City Council approve the substitution of \$30,000 from the 2005 Park CIP funding for Athletic Field Master Planning in order for the Park and Recreation Department to participate in the Arkansas River Corridor Access Plan study. The funding source is general obligation bonds.

**Goal Impact:** This project will greatly enhance the Quality of Life for citizens of Wichita and surrounding communities along the Arkansas River by increasing the recreational opportunities and activities for them to participate in.

**Legal Considerations:** The Law Department has recommended resubmission of the resolution and has approved the bonding resolution as to form.

**Recommendation/Action:** It is recommended that the City Council approve the bonding resolution and authorize all necessary signatures.

**Attachments:** Bonding Resolution.



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Sidewalk Repair Assessment Program (All Districts)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Assessments and Ordinance.

**Background:** State Law and City Policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to make repairs, either with their contractor or with the City's contractor. Property owners who use the City's contractor have the opportunity to spread the cost over five years as a special assessment.

Sidewalks are condemned in all districts and then listed in a logical order for the contractor to repair. The first list of sidewalk repair included Districts 1 through 5. The lists do not go to City Council until the sidewalks have been repaired. This is the second list of sidewalks that has been repaired under this years contract.

**Analysis:** Ordinance has been prepared to establish authority to use special assessment funding for the current list of repaired sidewalks.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on January 18, 2008. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2008 bond sell. The principal and interest will then be spread over 5-years and placed on the 2008 tax roll.

**Goal Impact:** This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal and the Ensure Efficient Infrastructure goal by reducing sidewalk trip hazards and improving the appearance of sidewalks.

**Legal Considerations:** These assessments are in accordance with City Code 12.18.

**Recommendation/Action:** It is recommended that the City Council approve the proposed Assessments and place the Ordinances on first reading.

**Attachments:** Property Address – Special Assessment



<u>Property Address</u>	<u>Total Cost</u>	<u>District No</u>
1850 S. Main	\$246.00	3
1846 S Main	537.20	3
1844 S Main	234.00	3
1840 S Main	426.00	3
1826 S Main	224.00	3
1812 S Main	442.80	3
1804 S Main	273.20	3
1802 S Main	818.80	3
3155 S Broadway	586.80	3
140 E 31 <sup>st</sup> St S	378.80	3
108 E 31 <sup>st</sup> St S	511.60	3
101 E 31 <sup>st</sup> St S	140.40	3
225 E 31 <sup>st</sup> St S	478.00	3
2747 S Hydraulic	457.20	3
2735 S Hydraulic	263.60	3
2729 S Hydraulic	153.20	3
2717 S Hydraulic	150.00	3
2632 S Hydraulic	2,168.40	3
2720 S Hydraulic	161.20	3
2726 S Hydraulic	400.40	3
2736 S Hydraulic	518.00	3
3213 S Oak	494.00	3
3221 S Oak	266.80	4
3237 S Oak	290.80	4
3245 S Oak	194.80	4
3261 S Oak	278.00	4
3309 S Oak	137.20	4
3333 S Oak	329.20	4
3357 S Oak	534.00	4
3366 S Oak	327.60	4
3342 S Oak	260.40	4
3318 S Oak	329.20	4
3310 S Oak	137.20	4
3302 S Oak	585.20	4
3260 S Oak	121.20	4
3252 S Oak	500.40	4
3244 S Oak	262.00	4
3212 S Oak	620.40	4
723 W 31 <sup>st</sup> St S	356.40	4
8418 Bekemeyer	233.20	5
8424 Bekemeyer	335.60	5
8430 Bekemeyer	201.20	5
8520 Bekemeyer	148.40	5
8526 Bekemeyer	282.80	5
8532 Bekemeyer	150.00	5
861 N Socora	322.00	5
2115 N Ridge	297.20	5
2131 N Ridge	191.60	5



3315 W 15 <sup>th</sup> St N	138.80	6
1539 N Sheridan	441.20	6
1535 N Sheridan	143.60	6
1527 N Sheridan	398.00	6
1505 N Sheridan	145.20	6
1501 N Sheridan	263.60	6
1426 N Sheridan	198.00	6
1544/46 N Sheridan	250.80	6
1455 Woodrow	508.40	6
1433 Woodrow	137.20	6
1429 Woodrow	608.40	6
1409 Woodrow	137.20	6
1406 Woodrow	303.60	6
1452 Woodrow	258.80	6
1801 N Burns	226.80	6
1807 N Burns	231.60	6
1831 N Burns	382.40	6
1841 N Burns	265.20	6
1843 N Burn	257.20	6
1201 N Larimer & 806/808 W 11 <sup>th</sup> St N	2,516.40	6
811 W 11 <sup>th</sup> St N	845.00	6
1237 Larimer	553.20	6
1235 Larimer	497.20	6
1239 Larimer	385.20	6
1225 Larimer	590.00	6
1221 Larimer	126.00	6
1219 Larimer	716.40	6
1215 Larimer	705.20	6
1211 Larimer	882.80	6
1211 N Broadway	1,818.40	6
1113 N Topeka	870.00	6
1100 N Topeka	1,389.00	6
1122 N Topeka	254.00	6
1146 N Topeka	570.00	6
1156 N Topeka	664.00	6
614 N Cleveland	122.80	1
810 N Lorraine	716.00	1
602 N Lorraine (parking garage on Murdock)	199.60	1
6550 E 9 <sup>th</sup>	393.20	2
6542 E 9 <sup>th</sup>	574.00	2
6534 E 9 <sup>th</sup>	449.20	2
6520 E 9 <sup>th</sup>	130.80	2
6512 E 9 <sup>th</sup>	145.20	2
6504 E 9 <sup>th</sup>	322.80	2
6428 E 9 <sup>th</sup>	263.60	2
6420 E 9 <sup>th</sup>	388.40	2
1006 E Woodlawn	258.80	2
6411 E 9 <sup>th</sup>	194.80	2
6419 E 9 <sup>th</sup>	390.00	2



6427 E 9 <sup>th</sup>	135.60	2
6503 E 9 <sup>th</sup>	244.40	2
6511 E 9 <sup>th</sup>	146.80	2
953 St James Place	518.00	2
958 N St James	266.80	
941 N Brookfield	134.00	2
6556 O'neida	265.20	2
1003 Brookfield	500.40	2
1002 Brookfield	199.60	2
1003 Stratford	255.60	2
1002 Stratford	330.80	2
1003 N Armour	583.60	2
7202 E 9 <sup>th</sup>	2,167.60	2
936 Stratford	642.80	2
937 Stratford	198.00	2
1068 N Armour	639.60	2
1070 N Armour	484.40	2
1072 N Armour	329.20	2
1078 N Armour	130.80	2
1118 N Armour	334.00	2
2949 N Rock Rd (on 29 <sup>th</sup> )	473.20	2
7717 E 29 <sup>th</sup> St N	310.00	2
3035 N Rock Rd (on 29 <sup>th</sup> )	365.20	1
Reserve A Bent Tree Addition	358.00	2
2244 N Webb Road	934.00	2
2938 S Webb Parkway Cr	246.00	2
2143 Elpyco	270.00	3
2184 Elpyco	134.00	3
2164 Elpyco	334.00	3
2152 Elpyco	258.80	3
2148 Elpyco	292.80	3
2142 Elpyco	201.20	3
2136 Elpyco	250.80	3
1944 S Bleckley	135.60	3
1932 S Bleckley	130.80	3
1926 S Bleckley	258.80	3
1920 S Bleckley	134.00	3
1914 S Bleckley	452.40	3
1908 S Bleckley	734.00	3
1902 S Bleckley	528.40	3
1862 S Bleckley	600.60	3
1856 S Bleckley	326.00	3
1850 S Bleckley	262.00	3
1838 S Bleckley	198.00	3
1832 S Bleckley	463.60	3
1826 S Bleckley	274.00	3
1814 S Bleckley	260.40	3
4917 E Funston (on Bleckley)	998.80	3
1815 S Bleckley	455.60	3



1821 S Bleckley	135.60	3
1851 S Bleckley	310.00	3
1857 S Bleckley	406.00	3
1863 S Bleckley	394.80	3
1901 S Bleckley	486.00	3
1907 S Bleckley	518.00	3
1915 S Bleckley	198.00	3
1921 S Bleckley	198.00	3
1933 S Bleckley	166.00	3
1939 S Bleckley	206.00	3
1945 S Bleckley	405.20	3
5102 E Mt Vernon (On Battin)	130.80	3
1920 S Battin	135.60	3
1908 S Battin	124.40	3
1856 S Battin	220.80	3
1826 S Battin	160.00	3
1820 S Battin	202.80	3
1815 S Battin	223.60	3
1839 S Battin	626.80	3
1921 S Battin	255.60	3
1945 S Battin	326.00	3
3101 E Kinkaid	327.60	3
3021 E Kinkaid	543.20	3
858 S Hillside	412.40	3
841 S Hillside	1,470.40	1
825 S Hillside	330.30	1
258 S Glendale	258.80	2
254 S Glendale	153.20	2
248 S Glendale	385.20	2
240 S Glendale	450.80	2
236 S Glendale	496.00	2
232 S Glendale	316.00	2
228 S Glendale	143.60	2
222 S Glendale	193.20	2
216 S Glendale	326.00	2
206/208 S Glendale	519.60	2
201 S Glendale	134.00	2
211 S Glendale	198.00	2
215 S Glendale	222.00	2
225 S Glendale	194.80	2
227 S Glendale	199.60	2
233 S Glendale	431.60	2
237 S Glendale	143.60	2
247 S Glendale	812.80	2
257 S Glendale	193.20	2
255 N Pinecrest (On 2 <sup>nd</sup> )	130.80	2
254 N Battin	262.00	2
312 N Fountain	368.00	2
316 N Fountain	270.00	2



3750 E Douglas (On Yale)	480.00	2
144 N Yale	1,120.00	2
148 N Yale	1,020.00	2
150 N Yale	370.00	2
151 N Yale	254.00	2
147 N Yale	170.00	2
141 N Yale	324.50	2
135 N Yale	637.50	2
129 N Yale	2,125.00	2
Parking Lot at 1520 E Douglas (on Pennsylvania)	994.80	1
1631 E 1 <sup>st</sup> (on Pennsylvania)	630.00	1
1641 E 1 <sup>st</sup>	2,813.20	1
126 N Pennsylvania	1,490.00	1
1656 S Ellis	806.00	1
1652 S Ellis	260.40	1
1646 S Ellis	488.00	1
1638 S Ellis	161.20	1
1636 S Ellis	220.40	1
1634 S Ellis	398.00	1
1614 S Ellis	326.00	1
Parking Lot corner of Ellis & Harry(on Ellis)	212.40	1
1601 S Ellis	134.00	1
1607 S Ellis	278.00	1
1615 S Ellis	202.80	1
4244 S Hydraulic	305.20	3
4148 S Hydraulic	193.20	3
2004 W McCormick	993.20	4
8412 Bekemeyer	222.00	5
300 S Cheryl	506.80	5
7011 W Sheriac	230.00	3
323 S Maize Rd	300.40	3
375 S Maize Rd	1,462.00	3
1537 & 1531 N Caddy Lane	1,174.00	5
1931 W 24 <sup>th</sup> St N	382.00	6
2003 W 24 <sup>th</sup> St N	198.00	6
1316 W 22 <sup>nd</sup> St N	306.80	6
2301 N Salina	228.40	6
1857 Salina	697.20	6
1853 Salina	490.80	6
1849 Salina	119.60	6
1843 Salina	129.20	6
1837 Salina	334.00	6
1829 Salina	138.80	6
1817 Salina	206.00	6
1102 W 17 <sup>th</sup>	462.00	6
1802 Salina	601.20	6
1812 Salina	746.80	6
1828 Salina	404.40	6
1832 Salina	234.80	6



1838 Salina	457.60	6
1844 Salina	146.80	6
Corner of Burns and 21 St North	135.60	6
350 N Market	430.00	6
Corner Market & 3 <sup>rd</sup> St N	510.00	6
343 N Market	580.00	6
Parking lot at 341 N Market	370.00	6
323 N Market	351.20	6
309 N Market	326.00	6
301 N Market	712.00	6
401 N Belmont	1,756.40	2
439 N Belmont	571.60	2
447 N Belmont	1,373.20	2
444 N Belmont	1,150.00	2
434 N Belmont	1,500.402	2
426 N Belmont	554.802	2
1002 N Parkwood	534.002	1
1008 N Parkwood	300.40	1
1014 N Parkwood	483.20	1
1020 N Parkwood	359.60	1
1026 N Parkwood	308.40	1
1032 N Parkwood	313.20	1
1038 N Parkwood	273.20	1
1044 N Parkwood	134.00	1
1050 N Parkwood	407.60	1
1056 N Parkwood	335.60	1
1057 N Parkwood	314.80	1
1045 N Parkwood	414.00	1
1039 N Parkwood	524.40	1
1027 N Parkwood	258.80	1
1021 N Parkwood	457.20	1
1015 N Parkwood	608.00	1
1009 N Parkwood	340.40	1
1003 N Parkwood	287.60	1
957 N Ridgewood (on 9 <sup>th</sup> )	250.80	1
956 N Ridgewood	327.60	1
957 N Edgemoor	714.80	1
1002 N Old Manor	639.60	1
1014 N Old Manor	422.00	1
1020 N Old Manor	262.00	1
1038 N Old Manor	457.20	1
1044 N Old Manor	201.20	1
1050 N Old Manor	265.20	1
1056 N Old Manor	134.00	1
2150 N Yale	150.00	1
2102 N Hillside	<u>2,441.20</u>	1
<b>TOTAL</b>	<b>\$126,837.80</b>	



Published In The Wichita Eagle On **January 18, 2008**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT	PROPERTY OWNER
EVEN LOTS 98 THRU 144 MARKET ST. GREIFFENSTEIN'S ORIGINAL TOWN ADD. EXEMPT 96-9830-TX	430.00	A 00091 SALVATION ARMY 350 N MARKET WICHITA KS 67202-2010
LOTS 97-99 MARKET ST. A GREIFFENSTEIN'S ORIGINAL TOWN	712.00	A 00123 WAGLE, MARK S & JENNIFER 301 N MARKET WICHITA KS 67202-2009
LOTS 103-105 MARKET ST GREIFFENSTEIN'S ORIGINAL TOWN ADD.	326.00	A 00125 VOTH, HARLEY J %JIJ PROPERTIES LLC 6414 W NORTHWIND WICHITA KS 67205-2560
LOT 115 MARKET ST. GREIFFENSTEIN'S ORIGINAL TOWN ADD.	351.20	A 00129 DCM ENTERPRISES LLC 12 STAGECOACH WICHITA KS 67230-6616
LOTS 129-131 MARKET ST. GREIFFENSTEIN'S ORIGINAL TOWN	370.00	A 00133 434 LLC 434 N MAIN WICHITA KS 67202-1604



LOTS 133-135 MARKET ST. LTD GREIFFENSTEIN'S ORIGINAL TOWN ADD.	580.00	A 00134 PROFESSIONAL ASSOCIATES  % GARY TENEYEK SUITE 100 343 N MARKET WICHITA KS 67202-2009
LOTS 141-143 MARKET ST. GREIFFENSTEIN'S ORIGINAL TOWN ADD.	510.00	A 00136 MC INTIRE INVESTMENTS LLC % RAINBOW CONSTRUCTION ATTN: MARLA HOWARD 242 N NEW YORK WICHITA KS 67214-4140
LOTS 255-257 & S 1/2 LOT 259 LAWRENCE AVE. HYDE & FERRELL'S ADD.	1,818.40	A 01591 WIL-KEN ENTERPRISES INC % POPEYES CHICKEN 224 N OHIO WICHITA KS 67214-3934
W 50.6 FT LOTS 1046-1048 LARIMER AVE GREIFFENSTEIN'S 10TH ADD.	845.00	A 04444 PATE, FRANKLIN SCOTT 722 WOODROW WICHITA KS 67203-3148
LOTS 1102-1104 LARIMER GREIFFENSTEIN'S 11TH. ADD.	2,516.40	A 04449 STEINER, KENT C 21 HAMPTON RD WICHITA KS 67207-1042
LOTS 1110-1112 LARIMER AVE. STEPHANNE CARSON GREIFFENSTEIN'S 11TH. ADD.	882.80	A 04451 HANDLIN, DARYL A &  1211 LARIMER WICHITA KS 67203-3544
LOTS 1114-1116 LARIMER AVE GREIFFENSTEIN'S 11TH. ADD.	705.20	A 04452 CARIE, PEGGY L 1215 LARIMER WICHITA KS 67203-3544
LOTS 1118-1120 LARIMER AVE. GREIFFENSTEIN'S 11TH. ADD.	716.40	A 04453 HENDERSON, GARY L ETUX 1219 LARIMER WICHITA KS 67203-3544
LOTS 1122-1124 LARIMER AVE. GREIFFENSTEIN'S 11TH. ADD.	126.00	A 04454 JARVIS, GERALD EUGENE 421 S TURQUOISE WICHITA KS 67209-1741



LOTS 1126-1128 LARIMER AVE. CLARIBEL CRUZ GREIFFENSTEIN'S 11TH. ADD.	590.00	A 04455 RODRIGUEZ, CLAUDIO R &  1225 N LARIMER WICHITA KS 67203-3544
LOTS 1130-1132 LARIMER AVE. GREIFFENSTEIN'S 11TH. ADD.	497.20	A 04456 FUTURE GEHT LLC 353 S HOWE WICHITA KS 67209-2205
LOTS 1134-1136 LARIMER AVE. GREIFFENSTEIN'S 11TH. ADD.	553.20	A 04457 BENNETT, KARLA C 1237 LARIMER WICHITA KS 67203-3544
LOTS 1138-1140 EXC BLVD LARIMER AVE. GREIFFENSTEIN'S 11TH. ADD.	385.20	A 04458 NICKEL, ERNESTINE ETAL 1239 LARIMER WICHITA KS 67203-3544
N 61 FT LOT 12 & N 61 FT OF W 1/2 LOT 14 17TH. ST. FORD'S 2ND. ADD.	746.80	A 04956 GORDON, DAVID E 1812 SALINA WICHITA KS 67203-2834
S 61 FT LOT 12 & S 61 FT OF W 1/2 LOT 14 17TH. ST. M LIV TR FORD'S 2ND. ADD.	601.20	A 049560002 TARRER, JOHNNIE B & ANNA  1802 SALINA WICHITA KS 67203-2834
N 61 FT OF E 1/2 LOT 14 & N 61 FT OF LOT 16 17TH. ST. FORD'S 2ND. ADD.	160.00	A 049560003 BAILEY, ALBERT A ETUX 1811 BURNS WICHITA KS 67203-2761
N 62 FT S 123 FT E 1/2 LOT 14 & N 62 FT S 123 FT LOT 16 17TH. ST. FORD'S 2ND. ADD.	231.60	A 049560004 HENDERSHOT, RHONDA R 1807 N BURNS WICHITA KS 67203-2761
S 61 FT OF E 1/2 LOT 14 AND S 61 FT OF LOT 16 17TH. ST. PATRICIA ROLLINS- FORD'S 2ND. ADD.	226.80	A 049560005 GRUNNING, FREDRICK &  1801 N BURNS WICHITA KS 67203-2761
E 83 FT LOT 25 EXC N 83 FT & E 83 FT N 25 FT LOT 27 GRETCHEN S	257.20	A 050020003 BROOKS, ANTHONY E &



BURNS AVE. FORD'S 2ND. ADD.		1849 BURNS ST WICHITA KS 67203-2761
S 48 FT N 73 FT E 1/2 LOT 27 BURNS AVE. FORD'S 2ND. ADD. SANDRA TERRAZA	265.20	A 05003 GILES, W STANLEY ETUX % HUGO TERRAZAS FRIAS &
		1841 BURNS ST WICHITA KS 67203-2761
S 64 FT E 1/2 LOT 29 BURNS AVE. JUANITA N FORD'S 2ND. ADD.	382.40	A 05003000B VICK, GERALD L SR &  LOT 107 5135 S HYDRAULIC ST WICHITA KS 67216-3164
S 25 FT W1/2 LOT 27 & N 1/2 W 1/2 LOT 29 BURNS AVE. FORD'S 2ND. ADD.	457.60	A 050030001 KHOURY, MAURICE S TR 2865 N SEDGWICK WICHITA KS 67204-4747
S1/2 W1/2 LOT 29 BURNS AVE. FORD'S 2ND. ADD.	234.80	A 050030002 HERNANDEZ, VICTOR 1832 SALINA WICHITA KS 67203-2834
N 50 FT S 75 FT W1/2 LOT 27 BURNS AVE. NEVAREZ FORD'S 2ND. ADD.	146.80	A 05003001A RIOS, MARISELA & JESUS  1844 N SALINA WICHITA KS 67203-2834
N1/2 W1/2 LOT 31 BURNS AVE. FORD'S 2ND. ADD. HUMANITY INC	404.40	A 05004 JAMES, MELANIE % WICHITA HABITAT FOR  PO BOX 114 WICHITA KS 67201-0114
LOTS 2-4 POE NOW SALINA UTZ'S SUB.	206.00	A 05038 REJEWSKI, CLAIRNELLE 1817 SALINA WICHITA KS 67203-2835
LOTS 1-2 CAREY NOW 17TH. UTZ'S SUB.	462.00	A 05041 KILIAN, KATHLEEN S 1011 W RIVERSIDE AVE WICHITA KS 67203-3253
LOTS 50-52 POE NOW SALINA AVE. M	697.20	A 05059 GUTIERREZ, JOEL V & ANNA



PAYNE'S SUB.		1857 SALINA WICHITA KS 67203-2835
LOTS 54-56 POE NOW SALINA AVE. PAYNE'S SUB.	490.80	A 050590001 MCKAY, JARED 3725 S HOWE ST WICHITA KS 67215-1627
LOTS 58-60 POE NOW SALINA AVE. PAYNE'S SUB.	119.60	A 05060 CHAD DEAN REAL ESTATE LLC 12503 CORNELISON WICHITA KS 67235-1505
LOTS 62-64 POE NOW SALINA PAYNE'S SUB.	129.20	A 050600001 LILLY, JUDY L 1843 SALINA WICHITA KS 67203-2835
LOTS 66-68 POE NOW SALINA PAYNE'S SUB.	334.00	A 050600002 LAWRENCE, JANET 1837 N SALINA WICHITA KS 67203-2835
LOTS 70-72 POE NOW SALINA MARIA PAYNE'S SUB.	138.80	A 050600003 GONZALO, SANCHEZ E & ANA 1829 N SALINA WICHITA KS 67203-2835
LOTS 70-72-74 LUCY AVE. RIVERBEND ADD.	228.40	A 050840002 VAN, CHRIS E & TAMLYN ANN 2301 N SALINA WICHITA KS 67204-5847
LOTS 97-99 MAIN ST. ENGLISH'S 7TH. ADD.	818.80	A 07021 STATES, BETTY J 111 CHAPEL DR ANDOVER KS 67002-9563
LOTS 101-103 MAIN ST. ENGLISH'S 7TH. ADD.	273.20	A 07022 HOLLINGER, ARTHUR L 1804 S MAIN WICHITA KS 67213-5015
LOT 105 & N 16 2/3 FT LOT 107 MAIN ST. ENGLISH'S 7TH. ADD.	442.80	A 07023 WHITE, LA DRIA 1812 S MAIN WICHITA KS 67213-5015
LOTS 119-121	224.00	A 07027



MAIN ST. ENGLISH'S 7TH. ADD.		FUTURE GEHT LLC 353 S HOWE WICHITA KS 67209-2205
LOTS 127-129 MAIN ST. WALTER & WRIGHT'S ADD.	426.00	A 07550 WATSON, DONNA & RANDY L 7355 S 295TH WEST CHENEY KS 67025-9101
LOTS 131-133 MAIN ST. WALTER & WRIGHT'S ADD.	234.00	A 07551 COLE, GEORGE E 1844 S MAIN WICHITA KS 67214
LOT 135 & N 1/2 LOT 137 MAIN ST. JACQUELINE A WALTER & WRIGHT'S ADD.	537.20	A 07552 MORALES, ALBERTO &  1846 S MAIN ST WICHITA KS 67213-5015
S1/2 LOT 137-ALL LOT 139 MAIN ST WALTER & WRIGHT'S ADD	246.00	A 07553 CASTANEDA-LUMBRERAS, JOSE 1850 S MAIN WICHITA KS 67213-5015
PART LOT 1 BEG NWLY MOST COR SWLY 16 FT SELY 94.1 FT M-L TO E LI LOT N 20.3 FT M-L TO NE COR NWLY 81.6 FT M-L TO BEG & LOT 2 WOODROW AVE. BLOCK B RIVERSIDE PLACE ADD.	303.60	A 081960001 VAN ES, DOUGLAS J 1406 WOODROW WICHITA KS 67203-2962
LOT 1 & S 14 FT LOT 3 BLOCK C RIVERSIDE PLACE ADD.	137.20	A 08208 MILLER, LEOTA LEE TRUST 1409 WOODROW WICHITA KS 67203-2963
LOTS 17-19 BLOCK C LORIE GRABER RIVERSIDE PLACE ADD.	608.40	A 08212 GUERRERO, HERBERT O &  1429 WOODROW AVE WICHITA KS 67203-2963
LOTS 21-23 BLOCK C RIVERSIDE PLACE ADD.	137.20	A 08213 PRATT, H LEILA 1433 N WOODROW WICHITA KS 67203
LOTS 33-35-37 BLOCK C RIVERSIDE PLACE ADD.	508.40	A 08216 HANNA, STEVEN L ETUX 1455 WOODROW



		WICHITA KS 67203
LOTS 32-34 WOODROW AVE. MARILYN K SUPPL PLAT TO WOODROW PLACE ADD.	258.80	A 08659 BROWNE, WILLIAM H &  1452 WOODROW WICHITA KS 67203
LOTS 11 THRU 17 & E 45 FT LOT 18 & THAT PART VAC MARKET ST BEG NE COR LOT 11 E 6.1 FT S 434.17 FT E 32.06 FT S 541.16 FT TO N LI PATTERSON AVE W 77.94 FT NWLY ALG CUR 78.25 FT N 941 FT TO BEG BROMILOW'S SOUTH BROADWAY ADDITION	478.00	A 10257 DON SCHMID MOTORS INC PO BOX 789762 WICHITA KS 67278-9762
LOT 1 BLOCK 3 TR GARDNER'S RIVERLAWN ADD.	382.00	A 10287 HILL, FRANCIS L REV LIV  1931 W 24TH. ST. N. WICHITA KS 67204-5654
LOT 18 BLOCK 22 RIVERLAWN HEIGHTS ADD.	198.00	A 11113 MC CURDY, BRADEN R 14830 E ORME WICHITA KS 67230-9154
LOT 1 NANCE ADD.	586.80	A 13505 STEVEN, MICHAEL E PO BOX 789762 WICHITA KS 67278-9762
LOT 1 DON YORK ADD.	511.60	A 15654 HESS, WILLIAM LEROY ETUX 108 E 31ST S WICHITA KS 67216-1001
LOT 1 EXC W 340 FT THEREOF AMERICAN LEGION ADD FIFTH DIST EXEMPT 6103-0	140.40	A 16602 AIR CAPITOL POST 401-  101 E 31ST ST S WICHITA KS 67216-1002
LOT 1 DANIEL F. ADD.	378.80	A 16709 WATSON PARK LLC 3820 S SENECA WICHITA KS 67217-3612
LOT 1 L P M ADDITION	306.80	A 16742 METZGER, RICHARD J 1316 W 22ND. ST. N.



		WICHITA KS 67204-5812
N 50 FT E 150 FT HARVEY RES STAFFORD & WRIGHTS ADD	870.00	B 01315 JOHNSON, J W ETUX 1113 N TOPEKA WICHITA KS 67214-2809
LOTS 200-202 TOPEKA AVE. STAFFORD & WRIGHT'S ADD.	1,389.00	B 01323 OCHSNER, BRUCE B MD PA 1100 N TOPEKA WICHITA KS 67214-2810
LOTS 222-224 TOPEKA AVE. MEDICAL CENTER IN STAFFORD & WRIGHT'S ADD.	254.00	B 01328 VIA CHRISTI REGIONAL
		KAREN ALLEN SUITE 240 1100 N ST FRANCIS WICHITA KS 67214-2866
EVEN LOTS 230 TO 240 INC TOPEKA AVE. STAFFORD & WRIGHT'S ADD.	570.00	B 01330 HOPE PROPERTIES III LLC #211 550 N 159TH ST E ST W WICHITA KS 67230-7522
LOTS 246-248 TOPEKA AVE STAFFORD & WRIGHT'S ADD.	664.00	B 01332 FREIDLINE, B E 1156 N TOPEKA WICHITA KS 67214-2810
LOT 36 EXC S 41 FT & EXC ST ON W & N MATHEWSON'S ADD.	2,813.20	B 02216 WATERVIEW REALTY LLC #170 2414 N WOODLAWN WICHITA KS 67220
BEG SE COR LOT 36 S 30 FT W 101 1/2 FT N 30 FT E TO BEG BEING PT RES B MATHEWSON'S ADD.	1,490.00	B 02226 WICHITA, CITY OF % FINANCIAL PROJ-12TH FL 455 N MAIN WICHITA KS 67202-1600
E 55 FT LOTS 20-21-22 & E 55 FT OF N 0.25 FT LOT 19 BLACKWELDER'S SUB.	630.00	B 02672 DIEHL, CHARLES R 1631 E 1ST WICHITA KS 67214-4117
LOTS 8-9 SHIRK'S ADD.	122.80	B 02912 HYDE, STEPHANIE 1426 N VASSAR WICHITA KS 67208-2924
LOTS 2-4	806.00	B 08210



ELLIS AVE. ETAL MEAD'S SUB.		WATCHOUS, HERBERT ESTATE  % JAROD ALLEN HUNT 1656 S ELLIS WICHITA KS 67211-4519
LOTS 6-8 ELLIS AVE. K HOLT MEAD'S SUB.	260.40	B 082100001 MARES, SELSO A & THERESA  1652 S ELLIS WICHITA KS 67211-4519
LOT 10 & S 15 FT LOT 12 ELLIS AVE. ETAL MEAD'S SUB. MASSEY	488.00	B 08211 VANDAVEER, BESSIE MAY  % GEORGE R & SANDRA  2748 N ATHENIAN ST WICHITA KS 67204-4714
N 20 FT LOT 16 & S 10 FT LOT 18 ELLIS AVE. MEAD'S SUB.	161.20	B 08213 MILLER, PEARL E 1638 ELLIS WICHITA KS 67211-4519
N 15 FT LOT 18 & S 15 FT LOT 20 ELLIS AVE. REV TRS MEAD'S SUB.	220.40	B 08214 RANKIN, ROY G & ELEANOR M  290 S MAPLE DUNES CT WICHITA KS 67235-7510
N 10 FT LOT 20 & S 20 FT LOT 22 ELLIS AVE. ELLOUISE Y MEAD'S SUB.	398.00	B 08215 DILLON, CHARLES R &  GENERAL DELIVERY PAHOA HI 96779-9999
LOTS 34-36 ELLIS AVE. P ETAL MEAD'S SUB.	326.00	B 08219 WALTHER, JOACHIM & JOYCE  1614 ELLIS WICHITA KS 67211-4519
BEG SE COR HARRY & ELLIS S 100 FT E 140 FT N 100 FT W TO BEG CENTER ELLIS AVE. MEAD'S SUB. EXEMPT 3888-0 & 2000-137-TX	212.40	B 08221 SPIRIT ONE CHITSTIAN  1515 E HARRY WICHITA KS 67211-4542
LOTS 2-4 KITCHENMEISTER'S SUB.	134.00	B 08253 COOK, DANA L & KELLY A 1601 S ELLIS WICHITA KS 67211-4520



LOTS 6-8 KITCHENMEISTER'S SUB.	278.00	B 08254 LOGUE, JAMES J PO BOX 781823 WICHITA KS 67278-1823
LOTS 10-12-14 KITCHENMEISTER'S SUB. CHERYL L	202.80	B 08255 GRIMES, RALPH WAYNE &  1615 ELLIS ST WICHITA KS 67211-4520
LOT 3 BLOCK E GRABER ADD.	150.00	B 10345 STORIE, WILLIAM N 2277 N LAKEWAY CT WICHITA KS 67205-2420
LOT 10 BLOCK E GRABER ADD.	457.20	B 10352 WEIGAND, PAUL W 1141 DENKER WICHITA KS 67216-1204
LOT 13 BLOCK E GRABER ADD.	263.60	B 10355 CROFT, CHONG H 4749 S GREENWOOD ST WICHITA KS 67216-2022
LOT 14 BLOCK E GRABER ADD.	153.20	B 10356 DIAZ, MARIA L 2060 S BONN ST WICHITA KS 67213-3102
S 16.5 FT LOT 28 & ALL EVEN LOTS 30-48 & W 7.5 FT VAC ALLEY ADJ ON E & EXC W 5 FT FOR ST & EXC S 5 FT LOT 48 FOR ST LORRAINE AVE RESURVEY OF BUCK'S 2ND ADD	716.00	C 02287 SURGICARE OF WICHITA INC DEPT 51603 PO BOX 570 NASHVILLE TN 37202-1504
W 86.5 FT OF LOTS 50-52-54 & ALL EVEN LOTS 56 THRU 100 EXC N 5 FT & LLC W 5 FT FOR STS. MOSER NOW LORRAINE AVE. RESURVEY OF BUCK'S 2ND. ADD.	199.60	C 022930001 MEDICAL OFFICE BLGS OF KS  HCA TAX DEPT 31608 PO BOX 1504 NASHVILLE TN 37202-1504
W 95 1/2 FT S 52 FT N 1/2 LOT 3 BLOCK 3 COLLEGE HILL ADD.	1,020.00	C 03800 HALL, CONNIE M 148 N YALE WICHITA KS 67208-3330



W 95.5 FT N1/2 LOT 3 EXC S 52 FT & BEG 95.5 FT E NW COR N1/2 LOT 3 E 5 FT S 60 FT W 5 FT N 60 FT TO BEG BLOCK 3 COLLEGE HILL ADD.	370.00	C 03801 CRAIN, SCOTT & LORI P O BOX 626 MEADE KS 67864-0626
LOTS 5-7 KNIGHT'S SUB BLOCK 3 ROSEMARY C COLLEGE HILL ADD.	254.00	C 03987 BROOKS, DANIEL T &  151 N YALE WICHITA KS 67208-3331
LOTS 9-11 KNIGHTS SUB BLK 3 COLLEGE HILL ADD.	170.00	C 03988 FREMIN, JUSTIN P ETUX 147 N YALE WICHITA KS 67208-3331
LOTS 13-15 KNIGHTS SUB BLK 3 COLLEGE HILL ADD. ADAMSON	324.50	C 03989 ADAMSON, BRIAN C % BRIAN C & ROBIN L  141 N YALE WICHITA KS 67208-3331
LOTS 17-19 KNIGHT'S SUB BLK 3 COLLEGE HILL ADD.	637.50	C 03990 SMALL, ANDREW L 135 N YALE WICHITA KS 67208-3331
LOTS 21-23 KNIGHTS SUB BLK 3 COLLEGE HILL ADD. COMPTON	2,125.00	C 03991 COMPTON, ROBERT M ETAL % WILLIAM F & KELLY MARIE  129 N YALE WICHITA KS 67208-3331
S 1/2 LOT 15 SMALL'S ADD. C	368.00	C 04909 RHOADS, THOMAS M & JANET  312 N FOUNTAIN WICHITA KS 67208-3834
N1/2 LOT 15 & S 1 FT LOT 17 SMALL'S ADD.	270.00	C 04910 HICKS, TRACI L % TRACI L HARTENSTEIN 647 N MISSION WICHITA KS 67206-1507
LOTS 9-11-13-15 BELMONT AVE. R HAGNY'S REPLAT	1,373.20	C 04945 CROOK, RANDALL L & DIANA  447 N BELMONT WICHITA KS 67208-3810



LOTS 17-19-21-23 BELMONT AVE. HAGNY'S REPLAT	571.60	C 04946 HANLEY, FRED L & MARTE L 439 N BELMONT WICHITA KS 67208-3810
ODD LOTS 33 TO 47 INC. BELMONT AVE. NANCY M HAGNY'S REPLAT	1,756.40	C 04948 GREENSTREET, JOHN D & 401 N BELMONT WICHITA KS 67208-3810
LOTS 10-12-14-16 BELMONT AVE. HAGNY'S REPLAT	1,150.00	C 04954 DYE, PAULINE P 444 N BELMONT WICHITA KS 67208-3809
LOTS 18-20-22-24 BELMONT AVE. HAGNY'S REPLAT	1,500.40	C 04955 OCHS, CAROLE A & SCOTT D 434 N BELMONT WICHITA KS 67208-3809
LOTS 26-28-30-32 BELMONT AVE. ELIZABETH K HAGNY'S REPLAT	554.80	C 04956 WRIGHT, MATTHEW D & 426 N BELMONT WICHITA KS 67208-3809
LOTS 83-85-87 EXC E 10 FT FOR ST HILLSIDE AVE. ETAL SECOND SUNNY-SIDE ADD.	1,470.40	C 06060 MC MURTRY, ELOISE MORRIS 128 S DELLROSE WICHITA KS 67218-1410
LOTS 186-188-190-192 EXC W 20 FT FOR ST HILLSIDE AVE. INDIANA SUB.	412.40	C 06821 DELUXE PROPERTIES 358 N ROCK RD. WICHITA KS 67206-2257
LOT 3 CONNER ADD. F	1,120.00	C 07862 MARTIN, RANDY A & SUZANNE 144 N YALE WICHITA KS 67208-3330
S1/2 LOT 1-ALL LOTS 2-3-4-5-6 COSSITT & MAGILL'S ADD. EXEMPT 5778-0	480.00	C 07869 ST JAMES EPISCOPAL CHURCH 3750 E DOUGLAS WICHITA KS 67208-3708
W 1440 FT NW1/4 EXC W 30 FT FOR ST & EXC N 30 FT FOR ST & EXC S 660 FT	2,441.20	C 09772 STATE OF KANSAS



(FORMERLY PART OF FAIRMOUNT 2ND. UNIVERSITY ADD., NOW VACATED) FINANCE SEC 11-27-1E		% WICHITA STATE  OFFICE OF VP ADMIN &  1845 FAIRMOUNT WICHITA KS 67260-0047
LOTS 1-3 PINECREST AVE. PARROTT'S ADD.	130.80	C 10960 HOUCHIN, CLAUDE ETUX 255 N PINECREST WICHITA KS 67208-4121
LOTS 2-4 BATTIN AVE. PARROTT'S ADD.	262.00	C 10971 CLOWERS, JAMIE S 254 N BATTIN WICHITA KS 67208-4105
LOTS 25-26 BLOCK 3 MORNINGSIDE ADD.	258.80	C 11070 WAY, WARREN D & SUSAN M 7009 E 39TH CT N WICHITA KS 67226-2430
LOTS 27-28 BLOCK 3 MORNINGSIDE ADD.	153.20	C 11071 HANSON MANAGEMENT TRUST 3425 BLACK CANYON RD PLANO TX 75025-4908
LOTS 29-30 BLOCK 3 CAESAR W MORNINGSIDE ADD.	385.20	C 11072 SCHWARZ, DARIUS L &  248 S GLENDALE WICHITA KS 67218-1533
LOTS 31-32 BLOCK 3 MICHELLE LAWRENC MORNINGSIDE ADD.	450.80	C 11073 MILBURN, THADDEUS J &  240 S GLENDALE WICHITA KS 67218-1533
LOTS 33-34 BLOCK 3 STEPHANIE L LITTLE MORNINGSIDE ADD.	496.00	C 11074 WILCOX, DYLAN T &  110 S BLECKLEY DR WICHITA KS 67218-1520
LOTS 35-36 BLOCK 3 MORNINGSIDE ADD.	316.00	C 11075 MC FADDEN, GERALDINE M 232 S GLENDALE AVE WICHITA KS 67218-1533
LOTS 37-38 BLOCK 3	143.60	C 11076 EDWARD, CYNTHIA A



MORNINGSIDE ADD.		228 S GLENDALE WICHITA KS 67218-1533
LOTS 39-40 BLOCK 3 MORNINGSIDE ADD.	193.20	C 11077 CLARKE, JESSICA L 222 S GLENDALE WICHITA KS 67218-1533
LOTS 41-42 BLOCK 3 MORNINGSIDE ADD.	326.00	C 11078 WRIGHT, JOAN B 211 S BLECKLEY WICHITA KS 67218-1521
W 119 FT LOTS 47 & 48 BLOCK 3 J MORNINGSIDE ADD.	519.60	C 11081 GRAHAM, STANLEY H & NANCY  2574 N FOX RUN CR WICHITA KS 67226-3610
LOTS 1-2 BLOCK 4 MORNINGSIDE ADD.	134.00	C 11082 CUMMINGS, WILLIAM L 3018 E 8TH ST WICHITA KS 67214-4829
LOTS 5-6 BLOCK 4 MORNINGSIDE ADD.	198.00	C 11084 STAM, JULIE R 211 S GLENDALE WICHITA KS 67218-1532
LOTS 7-8 BLOCK 4 MORNINGSIDE ADD.	222.00	C 11085 STINSON, VIRGIL R ETUX 215 S GLENDALE WICHITA KS 67218-1532
LOTS 9-10 BLOCK 4 MORNINGSIDE ADD.	194.80	C 11086 LOVETT, MARGARET KAY 225 S GLENDALE WICHITA KS 67218-1532
LOTS 11-12 BLOCK 4 JENNIFER R MORNINGSIDE ADD.	199.60	C 11087 FARHA, MICHAEL ALFRED &  9414 SHANNON WOODS WICHITA KS 67226-2141
LOTS 13-14 BLOCK 4 MORNINGSIDE ADD.	431.60	C 11088 FARHA, MICHAEL ALFRED 9414 SHANNON WOODS WICHITA KS 67226-2141



LOTS 15-16 BLOCK 4 MORNINGSIDE ADD.	143.60	C 11089 HOLOVACH, DALLAS 237 S GLENDALE WICHITA KS 67218-1532
LOTS 19-20 BLOCK 4 FRENCH MORNINGSIDE ADD.	812.80	C 11091 SNOW, TERRY L & CAROLYN I  1711 E 2ND ST WICHITA KS 67214-4205
LOTS 23-24 BLOCK 4 MORNINGSIDE ADD.	193.20	C 11093 CROWLEY, KELLY P & GINA K 1303 S RIDGEHURST WICHITA KS 67230-9558
LOT 16 BLOCK 3 EAST HIGHLAND NORTH ADD.	327.60	C 13755 TEAM MANAGEMENT LLC 915 W DOUGLAS AVE WICHITA KS 67213-4743
LOT 11 BLOCK 4 COUNTRY SIDE ADD.	250.80	C 14736 REZA, AHMED 957 N RIDGEWOOD DR ANDOVER KS 67208-3665
LOT 11 BLOCK 5 BRENDA COUNTRY SIDE ADD.	714.80	C 14756 SCRANTON, WILLIAM L &  957 N EDGEMOOR ST WICHITA KS 67208-3614
S 60 FT RESERVE BLOCK 2 COUNTRY SIDE 2ND. ADD.	639.60	C 156980001 WIGLEY, TRACY J 1002 N OLD MANOR WICHITA KS 67208-2718
N 60 FT RESERVE BLOCK 2 COUNTRY SIDE 2ND. ADD.	422.00	C 156980002 ALMIRE, BRAD D 1014 N OLD MANOR WICHITA KS 67208-2718
LOT 4 BLOCK 2 COUNTRY SIDE 2ND. ADD.	262.00	C 15699 SMITH, JERRY A 1020 N OLD MANOR WICHITA KS 67208-2718
LOT 7 BLOCK 2 COUNTRY SIDE 2ND. ADD.	457.20	C 15702 DUQUE, HOLLY C 1038 N OLD MANOR RD WICHITA KS 67208-2718



LOT 8 BLOCK 2 VICKIE L COUNTRY SIDE 2ND. ADD.	201.20	C 15703 TAYLOR, JEFFERY M &  1044 N OLD MANOR WICHITA KS 67208-2718
LOT 9 BLOCK 2 CAROLYN I SMOKER COUNTRYSIDE 2ND. ADD.	265.20	C 15704 SPILKER, JUNIOR R &  1050 N OLD MANOR WICHITA KS 67208-2718
LOT 10 BLOCK 2 COUNTRY SIDE 2ND. ADD.	134.00	C 15705 PONCE, JORGE C 1056 N OLD MANOR WICHITA KS 67208-2718
LOT 11 BLOCK 2 COUNTRY SIDE 2ND. ADD.	314.80	C 15706 LEICHNER, AARON 1057 N PARKWOOD WICHITA KS 67208-2723
LOT 13 BLOCK 2 HOCKETT COUNTRY SIDE 2ND. ADD.	414.00	C 15708 STONE, SUSAN K & KRISTIE  1045 N PARKWOOD WICHITA KS 67208-2723
LOT 14 BLOCK 2 COUNTRY SIDE 2ND. ADD.	524.40	C 15709 WRIGHT, RAPHAEL G % WILLIAM J. RICE 1039 N PARKWOOD LN. WICHITA KS 67208-2723
LOT 16 BLOCK 2 CHANDRA K BRANSON COUNTRY SIDE 2ND. ADD.	258.80	C 15711 BILHIMER, JOSHUA D &  13 FRONTIER LN ROSE HILL KS 67133-9445
LOT 17 BLOCK 2 COUNTRY SIDE 2ND. ADD.	457.20	C 15712 DEAN, JANICE L 1021 N PARKWOOD WICHITA KS 67208-2723
LOT 18 BLOCK 2 COUNTRY SIDE 2ND. ADD.	608.00	C 15713 NOVOTNY, ORVAL L ETUX 1015 N PARKWOOD WICHITA KS 67208-2723



LOT 19 BLOCK 2 COUNTRY SIDE 2ND. ADD.	340.40	C 15714 DUNCAN, LYNN & GARRETT 1009 N PARKWOOD WICHITA KS 67208-2723
LOT 20 BLOCK 2 INVESTMENTS LLC COUNTRY SIDE 2ND. ADD.	287.60	C 15715 CLARKE AND WILKINSON  1003 N PARKWOOD WICHITA KS 67208-2723
LOT 1 BLOCK 3 COUNTRY SIDE 2ND. ADD.	534.00	C 15716 ROEDE, TIMOTHY J ETUX % BRAD & PATTY GREEN 1002 N PARKWOOD WICHITA KS 67208-2722
LOT 2 BLOCK 3 COUNTRY SIDE 2ND. ADD.	300.40	C 15717 MORRIS, GARRETT 4438 ELMHURST WICHITA KS 67216-3021
LOT 3 BLOCK 3 ETAL COUNTRY SIDE 2ND. ADD.	483.20	C 15718 AUSTIN, WAYNE & TSERING  1014 PARKWOOD WICHITA KS 67208-2722
LOT 4 BLOCK 3 HEATHER M COUNTRY SIDE 2ND. ADD.	359.60	C 15719 BARRETT, CURTIS M &  1020 N PARKWOOD LN WICHITA KS 67208-2722
LOT 5 BLOCK 3 COUNTRY SIDE 2ND. ADD.	308.40	C 15720 HAYES, STEWART K & MARY E 1026 N PARKWOOD WICHITA KS 67208-2722
LOT 6 BLOCK 3 COUNTRY SIDE 2ND. ADD.	313.20	C 15721 DAMRON, JO ANN 1032 N PARKWOOD LN WICHITA KS 67208-2722
LOT 7 BLOCK 3 COUNTRY SIDE 2ND. ADD.	273.20	C 15722 HALE, EUGENE P % EVERETT F HALE 3554 PHEASANT LN WATERLOO IA 50701-5177
LOT 8 BLOCK 3 COUNTRY SIDE 2ND. ADD.	134.00	C 15723 WILLIAMS, ANNETTE 1044 N PARKWOOD



		WICHITA KS 67208-2722
LOT 9 BLOCK 3 COUNTRY SIDE 2ND. ADD.	407.60	C 15724 KRAUS, TINA M TRUSTEE % RICHARD KRAUS 54 FLINT RIDGE RD MONROE CT 06468-1238
LOT 10 BLOCK 3 COUNTRY SIDE 2ND. ADD.	335.60	C 15725 SENKOW, STEPHEN M 1056 N PARKWOOD WICHITA KS 67208-2722
LOT 1 BLOCK 1 BUILDERS 3RD. ADD.	998.80	C 17373 GARST, LENORE M 4917 E FUNSTON WICHITA KS 67218-4315
LOT 24 BLOCK 1 BUILDERS 3RD. ADD.	405.20	C 17396 SOCHA, ESTHER A ETAL PO BOX 4303 WICHITA KS 67204-0303
LOT 25 BLOCK 1 BUILDERS 3RD. ADD.	206.00	C 17397 CLYNE, CAROLE N 1939 S BLECKLEY WICHITA KS 67218-4303
LOT 26 BLOCK 1 BUILDERS 3RD. ADD.	166.00	C 17398 WEBB, JANA LEE 1933 S BLECKLEY WICHITA KS 67218-4303
LOT 28 BLOCK 1 VENTURE LLC BUILDERS 3RD. ADD.	198.00	C 17400 LAURA STREET HOUSING  #200 309 S LAURA WICHITA KS 67211-1518
LOT 29 BLOCK 1 BUILDERS 3RD. ADD.	198.00	C 17401 DANH, NHUT 1915 S BLECKLEY WICHITA KS 67218-4303
LOT 30 BLOCK 1 BUILDERS 3RD. ADD.	518.00	C 17402 MILLER, HARVIE K 1907 S BLECKLEY WICHITA KS 67218-4303
LOT 31 BLOCK 1	486.00	C 17403 WHITEMAN, JUSTIN



BUILDERS 3RD. ADD.		1901 S BLECKLEY WICHITA KS 67218-4303
LOT 32 BLOCK 1 M BUILDERS 3RD. ADD.	394.80	C 17404 HARPER, PATRICK K & LETA
		1863 S BLECKLEY WICHITA KS 67218-4301
LOT 33 BLOCK 1 BUILDERS 3RD. ADD.	406.00	C 17405 SMITH, ZELMA M ETAL 3506 CRYSTAL WICHITA KS 67216-2737
LOT 34 BLOCK 1 BUILDERS 3RD. ADD.	310.00	C 17406 HOLDER, HAROLD 1851 S BLECKLEY WICHITA KS 67218-4301
LOT 39 BLOCK 1 BUILDERS 3RD. ADD.	135.60	C 17411 ALLEN, IRA C 1821 S BLECKLEY WICHITA KS 67218-4301
LOT 40 BLOCK 1 C BUILDERS 3RD. ADD.	455.60	C 17412 FLINT, JUDITH F & WALTER
		1915 S BATTIN WICHITA KS 67218-4417
LOT 4 BLOCK 2 BUILDERS 3RD. ADD.	260.40	C 17416 NGUYEN, KHOA & THAO LAM 1814 S BLECKLEY WICHITA KS 67218-4302
LOT 6 BLOCK 2 BUILDERS 3RD. ADD.	274.00	C 17418 FIMPLE, DENNIS W 1826 S BLECKLEY WICHITA KS 67218-4302
LOT 7 BLOCK 2 BUILDERS 3RD. ADD.	463.60	C 17419 AHLERS, TAMARA J 1832 S BLECKLEY DR WICHITA KS 67218-4302
LOT 8 BLOCK 2 BUILDERS 3RD. ADD. HATFIELD	198.00	C 17420 HATFIELD, R D ETUX % ELMER E JR & SUSAN J
		4800 S 135TH ST W CLEARWATER KS 67026-9736



LOT 10 BLOCK 2 BUILDERS 3RD. ADD.	262.00	C 17422 MORRIS, CHESTER D ETUX 1850 S BLECKLEY DR. WICHITA KS 67218-4302
LOT 11 BLOCK 2 BUILDERS 3RD. ADD.	326.00	C 17423 HOWE, CAROLYN & RONALD SR 5636 COE DR WICHITA KS 67208-2706
LOT 12 BLOCK 2 CLIFFORD W HEDRICK BUILDERS 3RD. ADD.	600.00	C 17424 BRAMMER, THOMAS M &  % THOMAS M BRAMMER 822 SNOW ST. BROOKFIELD MO 64628-1249
LOT 13 BLOCK 2 BUILDERS 3RD. ADD.	528.40	C 17425 MILLER, DONALD G ETUX 1902 S BLECKLEY WICHITA KS 67218-4304
LOT 14 BLOCK 2 I ETAL BUILDERS 3RD. ADD. RD.	734.00	C 17426 CROW, JERRY L & MARJORIE  18428 SW SANTA FE LAKE  DOUGLASS KS 67039-8142
LOT 15 BLOCK 2 BUILDERS 3RD. ADD.	452.40	C 17427 KINDRED, RICHARD H ETUX 620 S BROOKSIDE ST WICHITA KS 67218-2704
LOT 16 BLOCK 2 BUILDERS 3RD. ADD.	134.00	C 17428 MARCUS, PHIL D % STACY L SCHRECK 1920 S BLECKLEY WICHITA KS 67218-4304
LOT 17 BLOCK 2 M BUILDERS 3RD. ADD.	258.80	C 17429 HOWARD, LEWIS F & SUSANNE  1440 S REECE RD GODDARD KS 67052-9485
LOT 18 BLOCK 2 LOUISE REV T BUILDERS 3RD. ADD.	130.80	C 17430 MILLIGAN, RICHARD P & ANN  329 S ELLSON WICHITA KS 67207-1401



LOT 20 BLOCK 2 BUILDERS 3RD. ADD.	135.60	C 17432 DARBY, JULIUS JR 1944 S BLECKLEY WICHITA KS 67218-4304
LOT 24 BLOCK 2 BUILDERS 3RD. ADD.	326.00	C 17436 BLOOM, VICKI L 406 E CENTRAL WICHITA KS 67202-1058
LOT 28 BLOCK 2 BUILDERS 3RD. ADD.	255.60	C 17440 SNELDING, HEIDI 1921 S BATTIN WICHITA KS 67218-4417
LOT 36 BLOCK 2 BUILDERS 3RD. ADD.	626.80	C 17448 COX, RONALD W ETUX 1839 S BATTIN WICHITA KS 67218-4415
LOT 40 BLOCK 2 BUILDERS 3RD. ADD.	223.60	C 17452 SIWA, RICARDO ETUX 1815 S BATTIN WICHITA KS 67218-4415
LOT 5 BLOCK 3 BUILDERS 3RD. ADD.	202.80	C 17457 CUELLAR, BLANCA E 1820 S BATTIN WICHITA KS 67218-4416
LOT 6 BLOCK 3 BUILDERS 3RD. ADD.	160.00	C 17458 ROEDL, LAWRENCE M III 1826 S BATTIN WICHITA KS 67218-4416
LOT 11 BLOCK 3 BUILDERS 3RD. ADD.	220.80	C 17463 GOODWIN, RON & BRENDA 1856 S BATTIN WICHITA KS 67217
LOT 14 BLOCK 3 BUILDERS 3RD. ADD.	124.40	C 17466 NORRIS, TERRY & GEORGE 1908 S BATTIN WICHITA KS 67218-4418
LOT 16 BLOCK 3 BUILDERS 3RD. ADD.	135.60	C 17468 ARAIZA, ALFRED E 1920 S BATTIN WICHITA KS 67218-4418



LOT 21 BLOCK 3 BUILDERS 3RD. ADD.	130.80	C 17473 ROSILE, SHERI DAWN 7 STEVIE CT GODDARD KS 67052-8849
LOT 2 BLOCK 12 EDGEWOOD ADD.	250.80	C 19021 MUTH, JOHN A JR 2136 S ELPYCO WICHITA KS 67218-5204
LOT 3 BLOCK 12 EDGEWOOD ADD.	201.20	C 19022 SENGVILAY, SOKANH 2142 S ELPYCO WICHITA KS 67218-5204
LOT 4 BLOCK 12 EDGEWOOD ADD.	292.80	C 19023 MAY, PHILIP M & SANDRA C 2148 S ELPYCO WICHITA KS 67218-5204
LOT 5 BLOCK 12 EDGEWOOD ADD.	258.80	C 19024 HUGHES, ELBERT E & JACKIE 2152 S ELPYCO WICHITA KS 67218-5204
LOT 7 BLOCK 12 SEAN M EDGEWOOD ADD.	334.00	C 19026 ANDERSON, JENNIFER L &  2164 S ELPYCO WICHITA KS 67218-5204
LOT 11 BLOCK 12 EDGEWOOD ADD.	134.00	C 19030 WIECK, JANICE E 2184 S ELPYCO WICHITA KS 67218-5204
LOT 28 BLOCK 13 TERRI C EDGEWOOD ADD.	270.00	C 19069 LANDSDOWN, RICKIE R &  2143 ELPYCO WICHITA KS 67218-5203
LOT 14 EXC N 270 FT & EXC S 250 FT BLOCK 5 SHANDA HERNDEN CLASSEN PARKED ADD.	161.20	C 22391 THOMPSON, ANTHONY &  P.O. BOX 161011 WICHITA KS 67216-8011
N 200 FT LOT 14 BLOCK 5 CLASSEN PARKED ADD.	2,168.40	C 223930001 FRANK, ROGER L P.O. BOX 3634



		WICHITA KS 67201-3634
LOT 2 BLOCK A MAPLEWOOD ADD.	543.20	C 24082 POINTER, EDWIN T ETUX 3021 E KINKAID WICHITA KS 67211-5633
LOT 4 & W 11 FT LOT 5 BLOCK A MAPLEWOOD ADD.	327.60	C 24084 TRUNG, PHAM V 3101 E KINKAID WICHITA KS 67211-5634
LOT 2 BLOCK O 1ST. ADD. TO WOODLAWN VILLAGE	194.80	C 28163 RIX, DWIGHT W 6411 E 9TH WICHITA KS 67206-1409
LOT 3 BLOCK O 1ST. ADD. TO WOODLAWN VILLAGE	390.00	C 28164 RUPP, JOHN P 6419 E 9TH WICHITA KS 67206-1409
LOT 4 BLOCK O DOREEN M ETAL 1ST. ADD. TO WOODLAWN VILLAGE	135.60	C 28165 TWICHELL, HARVEY A & 6427 E 9TH. WICHITA KS 67206-1409
LOT 5 BLOCK O G 1ST ADD TO WOODLAWN VILLAGE	244.40	C 28166 SHIBLEY, KAY W & PATRICIA 6503 E 9TH ST N WICHITA KS 67206-1411
LOT 6 BLOCK O A LIV TR 1ST. ADD. TO WOODLAWN VILLAGE	146.80	C 28167 ENDICOTT, DAVID J & SUSAN 6511 E 9TH ST WICHITA KS 67206-1411
LOT 7 BLOCK O 1ST. ADD. TO WOODLAWN VILLAGE	518.00	C 28168 BARLOW, VIRGINIA ETAL 953 ST. JAMES PL. WICHITA KS 67206-1460
LOT 16 BLOCK P GERTRUDE E 1ST. ADD. TO WOODLAWN VILLAGE	266.80	C 28191 DOBLER, ROBERT D & 958 N SAINT JAMES ST WICHITA KS 67206-1432



N 16 FT LOT 16-ALL LOT 17 BLOCK Q LAURA G 1ST. ADD. TO WOODLAWN VILLAGE	134.00	C 28226 KILGOUR, RICHARD L &  941 N BROOKFIELD WICHITA KS 67206-1415
LOT 27 BLOCK R 1ST. ADD. TO WOODLAWN VILLAGE	198.00	C 28253 SWYDEN, PAMELA R 937 STRATFORD WICHITA KS 67206-1458
LOT 11 BLOCK 1 1ST. ADD. TO PINE VALLEY ESTATES	393.20	C 30565 CROUSE, PATRICIA R 6550 E 9TH WICHITA KS 67206-1412
LOT 12 BLOCK 1 1ST. ADD. TO PINE VALLEY ESTATES	574.00	C 30566 WILSON, SUE C 6542 E 9TH. WICHITA KS 67206-1412
LOT 13 BLOCK 1 ETAL 1ST. ADD. TO PINE VALLEY ESTATES	449.20	C 30567 MOSLEY, MARK L & JANE E  6534 E 9TH ST WICHITA KS 67206-1412
LOT 15 BLOCK 1 SHERRILL S 1ST. ADD. TO PINE VALLEY ESTATES	130.80	C 30569 RICHARDSON, LARRY L &  6520 E 9TH WICHITA KS 67206-1412
LOT 16 EXC W 5 FT BLOCK 1 1ST. ADD. TO PINE VALLEY ESTATES	145.20	C 30570 CHESSEY, SALLY S 349 N MISSION RD WICHITA KS 67206-1908
W 5 FT LOT 16 - ALL LOT 17 & E 3 FT LOT 18 BLOCK 1 1ST. ADD. TO PINE VALLEY ESTATES	322.80	C 30571 POTTER, SHERMAN E 6550 E 45TH ST N BEL AIRE KS 67226-8919
W 70 FT LOT 18 BLOCK 1 TRUST 1ST. ADD. TO PINE VALLEY ESTATES	263.60	C 305720001 CLINE, CURTIS B REVOCABLE  6428 E 9TH WICHITA KS 67206-1410



LOT 19 & E 8 FT LOT 20 BLOCK 1 ANN J REV TRS PINE VALLEY ESTATES 1ST. ADD.	388.40	C 30573 WINQUIST, ARTHUR A & JO-  251 POST OAK WICHITA KS 67206-2168
W 70 FT LOT 21 BLOCK 1 PROPERTY 1ST. ADD. TO PINE VALLEY ESTATES	258.80	C 30575 SUNSET PROPERTIES  % TONY JAVIER 638 CRESTRIDGE CT WICHITA KS 67230
LOT 15 BLOCK 2 1ST. ADD. TO PINE VALLEY ESTATES REVOCABLE TRUST	265.20	C 30590 BRADLEY, DAVID F ETUX % CAROLYN BRADLEY  6556 O'NEIDA WICHITA KS 67206-1320
LOT 16 BLOCK 2 PATRICIA A REV T 1ST. ADD. TO PINE VALLEY ESTATES	500.40	C 30591 BOATRIGHT, HERSCHEL &  1003 BROOKFIELD WICHITA KS 67206-1337
LOT 6 BLOCK 3 1ST. ADD. TO PINE VALLEY ESTATES	199.60	C 30602 ARST, DAVID G REV TR 1002 BROOKFIELD RD. WICHITA KS 67206-1338
LOT 7 BLOCK 3 1ST. ADD. TO PINE VALLEY ESTATES	255.60	C 30603 MC NELLY, FRANK & LOIS 1003 N STRATFORD WICHITA KS 67206-1347
LOT 5 BLOCK 4 1ST. ADD. TO PINE VALLEY ESTATES	330.80	C 30614 KLENDIA, DEANNA K 2382 QUAIL CREEK RD MARION KS 66861-9129
LOT 6 BLOCK 4 1ST. ADD. TO PINE VALLEY ESTATES	583.60	C 30615 NAVE, TONY 1003 N ARMOUR WICHITA KS 67206-1329
LOTS 1-2 BLOCK 5 CHURCH 1ST. ADD. TO PINE VALLEY ESTATES	2,167.60	C 30621 CELEBRATION BAPTIST  7202 E 9TH. ST. N. WICHITA KS 67206-1434
LOT 1	639.60	C 31391



BLOCK 5 2ND. ADD. TO PINE VALLEY ESTATES		CARMICHAEL, JACK H ETUX 1068 N ARMOUR WICHITA KS 67206-1330
ODD LOTS 129 TO 141 INC WELLSLEY ST. FAIRMOUNT 4TH. ADD. UNIVERSITY EXEMPT 88-4633-TX FINANCE	150.00	C 314090001 STATE OF KANSAS % WICHITA STATE  OFFICE OF VP ADMIN &  1845 FAIRMOUNT WICHITA KS 67260-0047
LOT 1 REPLAT OF BLOCK S 1ST. ADD. TO WOODLAWN VILLAGE	642.80	C 31611 STEERE, JOHN T & DIANE M 936 N STRATFORD WICHITA KS 67206-1459
LOT 3 BLOCK 4 J 3RD. ADD. TO PINE VALLEY ESTATES	130.80	C 32372 WENDT, DONALD B & CHERYL  1078 N ARMOUR WICHITA KS 67206-1359
LOT 2 EXC N 16 INCHES BLOCK 5 3RD. ADD. TO PINE VALLEY ESTATES	329.20	C 32374 REEDY, DONALD G REV TR 1072 ARMOUR WICHITA KS 67206-1330
LOT 3 BLOCK 5 3RD. ADD. TO PINE VALLEY ESTATES	484.40	C 32375 O'NEILL, PAUL F 1070 N ARMOUR WICHITA KS 67206-1330
LOT 5 BLOCK 5 JULIE A 4TH. ADD. TO PINE VALLEY ESTATES	334.00	C 32529 FEIGELES, KENNETH L &  1118 N ARMOUR WICHITA KS 67206-1332
BEG 100 FT S NW COR LOT 1 E 150 FT S TO S LI LOT 1 W 100 FT NWLY ALG CUR 78.54 FT N 100 FT TO BEG GORDON PARK ADD.	518.00	C 359870001 WEIGAND, PAUL W 1141 DENKER WICHITA KS 67216-1204
N 100 FT LOT 1 GORDON PARK ADD.	400.40	C 359870002 WEIGAND, PAUL W 1141 DENKER WICHITA KS 67216-1204
LOT 1	305.20	C 36612



BLOCK A LLC NEW HOPE ADD.		FROGGATTE & ASSOCIATES  320 N MAIN WICHITA KS 67202-1509
LOT 1 LIES-SQUIRE ADD. MARK MOXLEY	330.80	C 38699 WAGLE PROPERTIES LLC &  825 S HILLSIDE WICHITA KS 67211-3005
LOT 1 BLOCK A CAMELOT ADD.	193.20	C 43491 WILLOWOOD COMMUNITY LLC #543 19528 VENTURA BLVD TARZANA CA 91356-2917
RESERVE A BLOCK 1 ASSCO BENT TREE ADDITION	358.00	C 44210 BENT TREE HOMEOWNERS  % MELISSA MATTHES 9306 BENT TREE CR WICHITA KS 67226-1529
LOT 2 & W 23 FT LOT 1 BLOCK 1 WILSON JEFF & JAY THIRD ADD.	310.00	C 46261 WILSON, RODGER & MARY N  3461 LEWIS AVE LONG BEACH CA 90807-4721
LOT 1 BLOCK A ETAL BEGGAN ADD.  5205	473.20	C 49767 MOUNTAINGATE COMOTARA LLC  STE 260 9601 WILSHIRE BLVD BEVERLY HILLS CA 90210-
LOT 3 BLOCK 5 TERRI M TOWNE PARC 5TH. ADD.	246.00	C 50181 VOJTKOFSKY, ROBERT C &  2938 S WEST PARKWAY CR WICHITA KS 67210-1706
LOT 1 BLOCK 1 NORTHROCK CROSSING ADD.	365.20	C 50335 29TH & ROCK LLC 3035 N ROCK RD WICHITA KS 67226-1310
LOT 2 HIRAM AVE. LAWNFIELD ADD.	993.20	D 03409 NOBLIT, DONALD E & EDITH 2332 S BONN WICHITA KS 67213-3120



LOT 2 & LOT 1 EXC N 102 FT THEREOF BLOCK A BURNS ADD.	494.00	D 15144 MOSS, CARL D 3213 S OAK ST WICHITA KS 67217-3362
LOT 3 BLOCK A SHELLEY K BURNS ADD.	266.80	D 15145 LOUTHAN, MICHAEL J &  3221 S OAK WICHITA KS 67217-3362
LOT 5 BLOCK A LLC BURNS ADD.	290.80	D 15147 OAK STREET INVESTMENTS  1600 EPIC CENTER 301 N MAIN WICHITA KS 67202-4800
LOT 6 BLOCK A BURN'S ADD.	194.80	D 15148 SPRINGOB, JOHN T ETUX 3245 S OAK WICHITA KS 67217-3362
LOT 8 BLOCK A PATRICIA D BURN'S ADD.	278.00	D 15150 SHEPHERD, DONALD D &  3261 S OAK WICHITA KS 67217-3362
LOT 10 BLOCK A BURNS ADD	137.20	D 15152 OVERSTREET, JEROME 3309 S OAK WICHITA KS 67217-3364
LOT 13 BLOCK A BURNS ADD.	329.20	D 15155 RHODES, MALVON D ETUX 3333 S OAK WICHITA KS 67217-3364
LOT 16 BLOCK A BURN'S ADD.	534.00	D 15158 MUNGER, BARBARA R ETAL 3357 S OAK WICHITA KS 67217-3364
LOT 1 BLOCK B J & MARY E BURN'S ADD.	356.40	D 15161 SCRIVEN, ROBERT A & BETTY  723 W 31ST ST S WICHITA KS 67217-3224
LOT 3 & S 35 FT LOT 2	620.40	D 15163



BLOCK B CHA ETAL BURNS ADD.		SPRINGOB, WILLIAM P & HYE  3212 S OAK WICHITA KS 67217-3363
LOT 7 BLOCK B BARBARA A BURNS ADD.	262.00	D 15167 HUGHES, EVERETT G &  3244 S OAK WICHITA KS 67217-3363
LOT 8 BLOCK B BARBARA BURNS ADD.	500.40	D 15168 CHRISTENSEN, CARL SR &  3252 S OAK WICHITA KS 67217-3363
LOT 9 BLOCK B BURNS ADD.	121.20	D 15169 EMRICH, GEORGE N ETUX 1755 S 151ST W GODDARD KS 67052-9450
LOT 10 BLOCK B ERMA J BURNS ADD.	585.20	D 15170 HARGRAVE, CHARLES C &  3302 S OAK ST WICHITA KS 67217-3365
LOT 11 BLOCK B BURNS ADD.	137.20	D 15171 WILLIAMSON, BETTY 3310 S OAK WICHITA KS 67217-3365
LOT 12 BLOCK B BURNS ADD.	329.20	D 15172 WARNER, SHERI L 3318 S OAK WICHITA KS 67217-3365
LOT 15 BLOCK B BURNS ADD.	260.40	D 15175 COX, RICHARD A & CLETA M 3342 S OAK WICHITA KS 67217-3365
LOT 18 BLOCK B BURNS ADD.	327.60	D 15178 CENTENO, WILLIAM & TERESA 3366 S OAK WICHITA KS 67217-3365
LOT 25 MEADOWVALE 2ND. ADD.	143.60	D 16967 VO, HUONG 1535 N SHERIDAN



		WICHITA KS 67203-1758
LOT 26 MEADOWVALE 2ND. ADD.	441.20	D 16968 HANSON, IVAR V ETUX 1539 N SHERIDAN WICHITA KS 67203-1758
LOT 28 MEADOWVALE 2ND. ADD.	138.80	D 16970 MUMMA, HAROLD F ETUX 3315 W 15TH ST WICHITA KS 67203-1625
N 98 FT OF TR - BEG 217 FT N SW COR SE 1/4 E 177.07 FT N 246 FT W FLOYD 177.07 FT S TO BEG EXC W 40 FT FOR ST SEC 12-27-1W	198.00	D 184300014 MOSIER, BETH C & CARLA K  1426 N SHERIDAN WICHITA KS 67203-1143
E 170 FT N 65 FT S 564.54 FT E 10A SE1/4 SW1/4 SEC 12-27-1W	145.20	D 184300029 LUMAN, INA M ETAL 1505 N SHERIDAN WICHITA KS 67203-1758
BEG 829.08 FT N OF SE COR SW 1/4 SEC 12 N 132.27 FT W 170 FT S 132.27 FT E TO BEG SEC 12-27-1W	398.00	D 18430031A FLAGLER, LEWIS L ETUX 1527 N SHERIDAN WICHITA KS 67203-1758
LOT 2 F O MOORE ADD.	250.80	D 20132 KLINGMAN, BARBARA L 1950 N MERIDIAN WICHITA KS 67203-1567
LOT 8 BLOCK 42 COUNTRY ACRES 2ND. ADD.	150.00	D 23194 SPARLIN, ANNA L ETAL 8532 BEKEMEYER WICHITA KS 67212-3263
LOT 9 BLOCK 42 COUNTRY ACRES 2ND. ADD.	282.80	D 23195 COMMER, KIRBY W ETUX 8526 BEKEMEYER WICHITA KS 67212-3263
LOT 10 BLOCK 42 HELEN I COUNTRY ACRES 2ND. ADD.	148.40	D 23196 CONNELL, JACK W SR &  8520 W BEKEMEYER WICHITA KS 67212-3263
LOT 14	201.20	D 23200



BLOCK 42 COUNTRY ACRES 2ND. ADDITION		BERGKAMP, BERENICE M 8430 BEKEMEYER WICHITA KS 67212-3262
LOT 15 BLOCK 42 COUNTRY ACRES 2ND. ADD.	335.60	D 23201 MALONE, MOLLY M PO BOX 21018 WICHITA KS 67208-7018
LOT 16 BLOCK 42 COUNTRY ACRES 2ND. ADD.	233.20	D 23202 BEASLEY, CHRISTOPHER M 8418 BEKEMEYER WICHITA KS 67212-3262
LOT 17 BLOCK 42 HALSIG- COUNTRY ACRES 2ND	222.00	D 23203 HEITHAUS, DEBBIE S  8412 W BEKEMEYER WICHITA KS 67212-3262
LOT 1 BLOCK N CATHERINE K REV TRUS CALLAHAN ADD.	506.80	D 30654 FOSTER, JAMES E &  300 S CHERYL WICHITA KS 67212
RES B BLOCK 3 HOMEOWNERS ASSOC AMARADO ESTATES ADD.	1,174.00	D 30947 AMARADO ESTATES  % TERRY DEAN 1485 CADDY CT WICHITA KS 67212-1283
LOT 2 BLOCK 1 ETAL HESS ADD.	263.60	D 38204 WULLSHCLEGER, LINDA LEE  1501 N SHERIDAN WICHITA KS 67203-1758
LOT 20 BLOCK 1 PARTNERSHIP LP WILLO-ESQUE 5TH. ADD.	230.00	D 38241 RUDY REAL ESTATE  715 N GOW WICHITA KS 67203-4816
LOT 1 & VAC PT SOCORA ON E ST. FRANCIS OF ASSISI PARK II WICHITA EXEMPT 1559-6 EXEMPT 1636-87-TX	322.00	D 39210 CATHOLIC DIOCESE OF  424 N BROADWAY WICHITA KS 67202-2310
LOT 1	300.40	D 42740



BLOCK 1 TRUSTS T.A. CRAIG ADD.		CRAIG, EDWARD & RUTH M  577 E MALLARD CIRCLE FRESNO CA 93730-1228
LOT 1 R.M.C. ADD.	297.20	D 49576 RETAIL BUILDINGS INC % JACOBI & ASSOCIATES SUITE 107 7030 S YALE TULSA OK 74136-5709
LOT 2 EXC BEG 189.99 FT N SE COR TH N 34.81 FT E 240.01 FT TO E LI LIFE INSURANCE C S 34.81 FT W 240.01 FT TO BEG BLOCK D BARRINGTON CORNER 2ND ADD	191.60	D 502790001 AMERICAN UNDERWRITERS  PO BOX 9510 WICHITA KS 67277-9510
LOT 1 EXC N 65 THEREOF SAVINA 3RD ADD	135.60	A 166360001 RINGER, JAMES C JR 2300 N BURNS WICHITA KS 67204
LOT 1 BLOCK A BIG DOG MOTORCYCLES ADD.	994.80	B 14959 WICHITA, CITY OF 12TH FLOOR 455 N MAIN WICHITA KS 67202-1623
THAT PART LOT 4 BEG 16.39 FT NWLY OF NW COR LT 1 BLK 1 NWLY 59.46 FT PARTNERSHIP N 171.14 FT E 300.01 FT S 230.01 FT W 291.19 FT TO BEG BLOCK 1 TALLGRASS EAST COMMERCIAL ADD	934.00	C 480970002 G C WICHITA LIMITED  STE 202 230 S PHILLIPS AVE SIOUX FALLS SD 57104-6321
LOT 1 BEG ELY MOST NE COR TH SE ALG E LI 101.12 FT TH SW ALG E LI 119.94 FT TO PT 10 FT W NE COR LOT 6 BLK 1 LEXINGTON ADD TH W 231.40FT 2241 N 112.40 FT E 20 FT N 22.5 FT E 15 FT N 85.10 FT E 181.40 FT TO BEG EXC PT PLATTED AS LEXINGTON ADD BLOCK 1 SUMMERFIELD III COMMERCIAL ADD	1,462.00	D 440600001 LEXINGTON SQUARE LLC 565 W CLAY VALLEY CENTER KS 67147-

SECTION 2. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of



land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2008**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th day of January, 2008**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law



### QUIT CLAIM DEED

THIS INDENTURE, Made this \_\_\_\_ day of \_\_\_\_\_, 2007 between the City of Wichita, a Municipal Corporation, herein referred to as Grantor, party of the first part, Robing Van Huss and Art Davis, wife and husband, as joint tenants with the right of survivorship and not as tenants in common, herein referred to as Grantee, party of the second part.

WITNESSETH:

That said Grantor, in consideration of the sum of ONE DOLLAR and other good and valuable considerations, the receipt of which is hereby acknowledged, does by these presents, release and quit claim, unto said parties of the second part, their heirs and assigns, all the following described real estate situated in the City of Wichita, County of Sedgwick and State of Kansas, to-wit:

Beginning at the Southwest Corner of the East Half of Lot 13, in I.R. and R. Subdivision of Block 1, College Hill Addition to Wichita, Kansas, Sedgwick County, Kansas, thence North at an assumed bearing of N00°07'31"E, along the West line of said East Half Lot 13, in I.R. and R. Subdivision to the Northwest Corner of said East Half Lot 13, in I.R. and R. Subdivision, thence East along the North line of said Lot 13 for a distance of 6.00 feet, more or less, to the west face of a concrete wall, thence S02°36'20"W, along the west face of a concrete wall 138.65 feet to the point of beginning. Described tract contains 416 square feet more or less.

Pursuant to K.S.A. 79-1437 a real estate validation questionnaire is not required due to Exception No. 12

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.



IN WITNESS WHEREOF, the said party of the first part had hereunto set its hand the day and year first above written.

**City of Wichita, a Municipal Corporation:**

By \_\_\_\_\_  
Carl Brewer, Mayor

Attest:

\_\_\_\_\_  
Karen Sublett, City Clerk

State of Kansas       )  
                                  ) ss:  
Sedgwick County       )

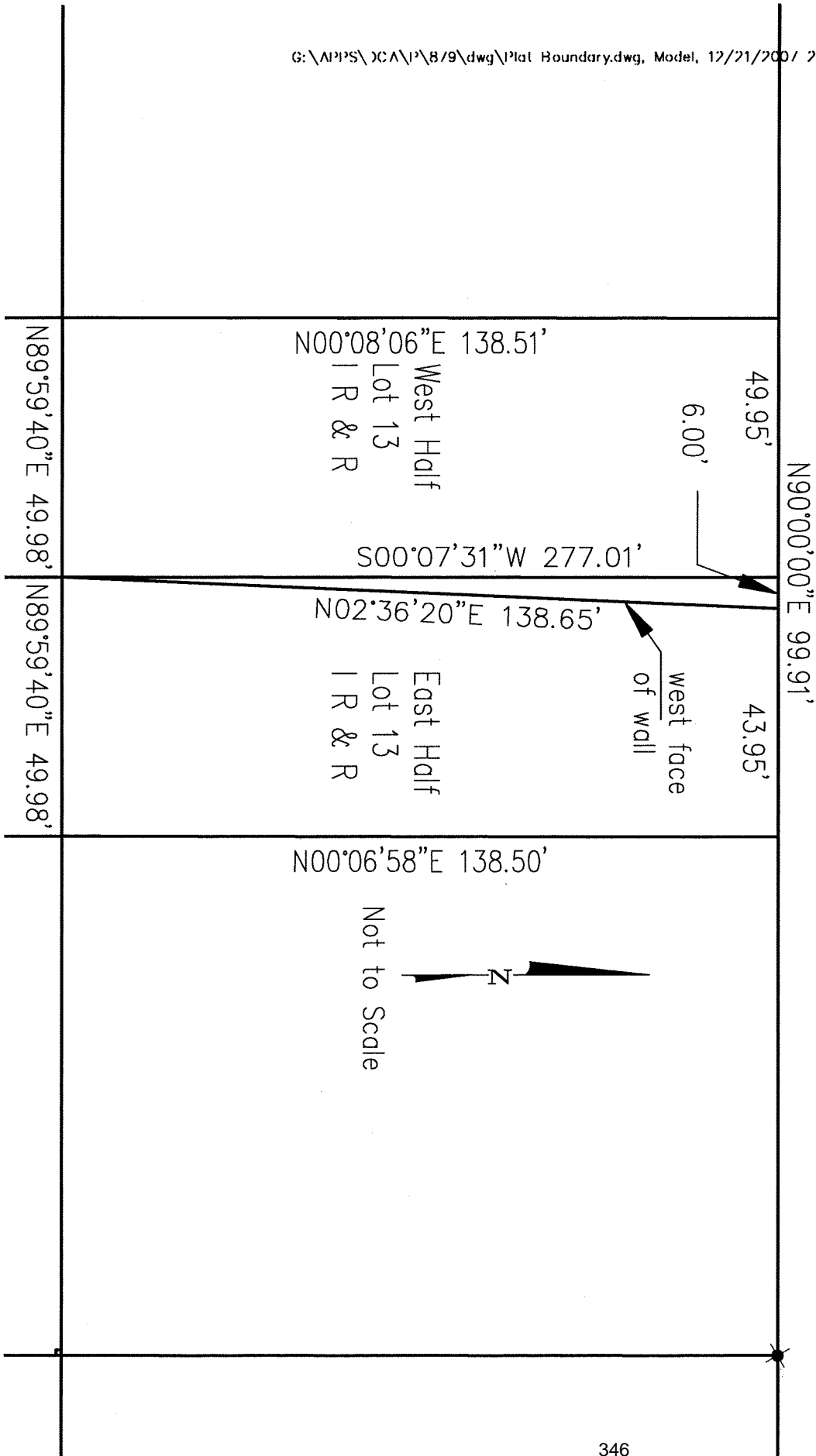
This instrument was acknowledged, before me this \_\_\_\_ day of \_\_\_\_\_ 2007, by Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, Kansas.

SEAL

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_









# Encroachment - 3225 and 3241 Victor



- ☐ Property Parcels
- ☐ Roads
- ☐ State Highway
- ☐ US Federal Highway
- ☐ Interstate
- ☐ KTA
- ☐ Arterial
- ☐ Collector
- ☐ Minor
- ☐ Ramp
- ☐ Railroads
- ☐ Quarter Section
- ☐ Waterways
- ☐ Streams
- ☐ Parks
- ☐ Airports
- ☐ SDEASTER.S-DEDATA.ORTH-Q
- ☐ City Limits
- ☐ Andale
- ☐ Bel Aire
- ☐ Bentley
- ☐ Cheney
- ☐ Clearwater
- ☐ Colwich
- ☐ Derby
- ☐ Eastborough
- ☐ Garden Plain
- ☐ Goddard
- ☐ Haysville
- ☐ Kechi
- ☐ Maize
- ☐ Mount Hope
- ☐ Mulvane
- ☐ Park City
- ☐ Sedgwick
- ☐ Sedgwick County
- ☐ Unincorporated



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.





**CITY OF WICHITA**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Correction of Encroachment: Douglas and Hillside Redevelopment District (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the transfer.

**Background:** On February 6, 2007, the City Council approved the development agreement with College Hill Urban Village, LLC for the redevelopment of property in the area of Hillside and Douglas as part of the Douglas and Hillside Redevelopment District. Under the terms of the development agreement, the developer was to acquire all land for the redevelopment project. The land would then be transferred to the City until such time as physical redevelopment was initiated. As part of the redevelopment process, a Planned Unit Development plan (PUD) has been prepared.

**Analysis:** A survey of the subject property is required for a PUD submission. When the legal descriptions of the land acquired were tied to the survey, it was discovered that the site improvements associated with 3225 East Victor, which is privately owned, encroached on the land associated with 3241 East Victor, which is part of the redevelopment district. In order to bring the land ownership in compliance with the existing improvements, it is proposed that the land be transferred by quit-claim deed to the adjacent owner. The tract to be transferred is triangular in shape with a width of 6 feet and a length of 135.5 feet. Total square footage is 416 square feet.

**Financial Considerations:** This transfer has no financial impact.

**Goal Impact:** The redevelopment project will positively impact Core Area and Neighborhoods, Quality of Life and Economic Vitality by redeveloping blighted and declining areas, thus reversing economic stagnation.

**Legal Considerations:** The Law Department has approved the deed as to form.

**Recommendation/Action:** It is recommended that the City Council approve the transfer and authorize all necessary transfers.



**Attachments:** Deed, survey, aerial



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Correcting Resolution: Water Distribution System to serve an area along Mead, between 55th St. South and 57th St. South (District III)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Adopt the Resolution.

**Background:** On August 15, 2006, the City Council approved a petition to construct a water distribution system along Mead Street, between 55th Street South and 57th Street South. It has since been determined that there are errors in the description of the improvement district.

**Analysis:** A Resolution has been prepared to correct the errors.

**Financial Considerations:** The project budget is not affected.

**Goal Impact:** The project will address the Efficient Infrastructure goal by providing water service to an existing residential area.

**Legal Considerations:** State Statutes provide the City Council the authority to correct the errors by resolution.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution.

**Attachment:** Resolution.



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90222 (SOUTH OF 55TH ST. SOUTH, EAST OF BROADWAY)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90222 (SOUTH OF 55TH ST. SOUTH, EAST OF BROADWAY)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **06-438** adopted on **August 15, 2006** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90222 (south of 55th St. South, east of Broadway)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Ninety-Five Thousand Dollars (\$95,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2005**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



**SOUTH BROADWAY GARDENS ADDITION**

Lots 7 and 8, Block 3  
Lots 9 and 10, Block 4  
Lots 11 and 12, Block 5  
Lots 1 through 14, Block 6

**MIDLAND PARK ADDITION**

Lots 65 through 67

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of



\_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK  
(SEAL)



**CITY OF WICHITA**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Easement Across City Owned Property Near 13<sup>th</sup> Street North and the Little Arkansas River in Conjunction with the Improvement of the Minisa Bridge (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Grant the easement.

**Background:** On May 8, 2007, the City Council approved a major rehabilitation of the bridge of the Little Arkansas River at 13<sup>th</sup> Street North, commonly known as the Minisa Bridge. The capital project to improve the bridge calls for the widening of the driving surface, which will require the relocation of the natural gas line currently located along the north side of the right of way of 13<sup>th</sup> Street North. Due to space constraints, the line cannot be moved further north within the existing right-of-way. The most efficient option is to relocate the line in an easement that lie immediately north of the existing right of way in property owned by the City.

**Analysis:** The easement area for the new line location lies within Minisa Park. Aquila Gas Company will be responsible for securing all permits required to relocate the line. They will also be responsible for trenching and laying the actual service line. Once the line is constructed, they will restore the surface back to its current condition. On November 19<sup>th</sup>, the proposed easement was presented to and supported by the Park Board.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** Granting this easement assists in providing efficient infrastructure and supporting core neighborhoods.

**Legal Considerations:** The Law Department has approved the easements as to form.

**Recommendation/Action:** It is recommended that the City Council approve the easement and authorize all necessary signatures.

**Attachments:** Permanent easement and aerial



### PERMANENT EASEMENT

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby grant, convey and warrant unto Aquila d/b/a Peoples Natural Gas Company, hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of gas in, under, across, over and through certain lands owned by Grantor situated in Sedgwick County, State of Kansas and specifically described as follows:

The south 15 feet of lot 2 and the south 15 feet of Walter's Reserve, Rich's Addition to Wichita, Sedgwick County, Kansas

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of 2.5' feet below the surface of said land of Grantor.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines and facilities, or any part thereof, within or upon the above described land.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.



Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

The Grantor, his heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes thereof herein granted to Grantee.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor(s) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Grantor:

By Direction of the City Council:

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Attest: Karen Sublett, CMC

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

STATE OF KANSAS            )  
  )ss.  
SEDGWICK COUNTY         )

Personally appeared before me a notary public in and for the County and State aforesaid Carl Brewer, Mayor of the City of Wichita, a Municipal Corporation and Karen Sublett, City Clerk of the City of Wichita, a Municipal Corporation and Gary E. Rebenstorf, Director of Law of the City of Wichita, a Municipal Corporation to me



personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

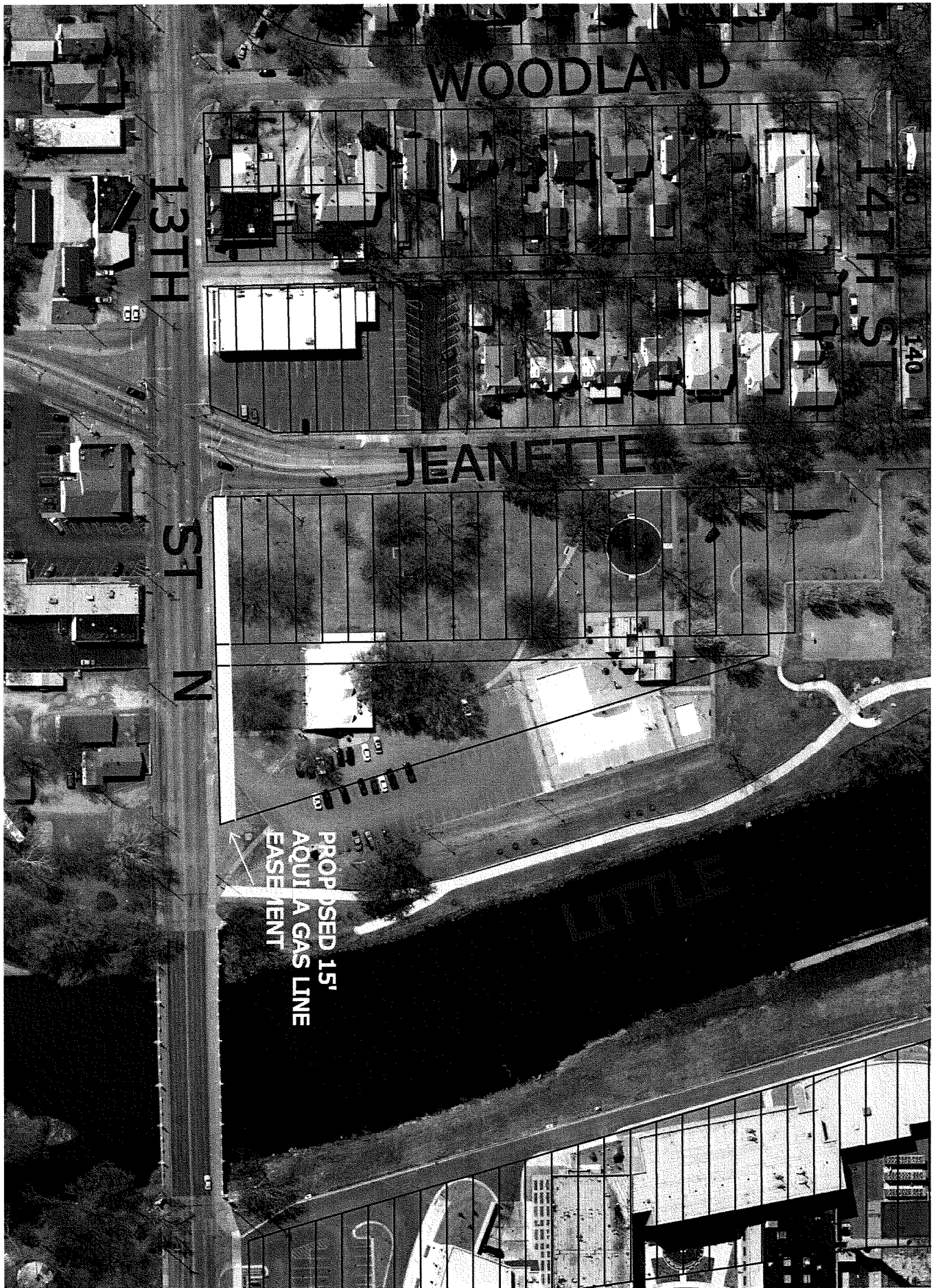
Dated at Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_ 2008.

SEAL

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_







\_\_\_\_ Published in the Wichita Eagle on January 18, 2008

-ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION)** UNDER THE ROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT	PROPERTY OWNER
LOTS 16-18 & N1/2 LOT 20 ARMSTRONG AVE. IM BUENA VISTA SUB.	8,001.40	A 051220001 YITH, SHAWN & SOPHANY  10101 E STAFFORD WICHITA KS 67207
LOT 18 W. E. EVANS ADDITION	6,032.79	A 09293 CARVER, RALPH J & LELA % CARVER ESTATES 2112 S GREENWAY BLVD. WICHITA KS 67213-4947
LOTS 1-3-5 & 1/2 VAC ALLEY ON W BLOCK 3 COLES, EC & LR ADD TO CAREY PARK	5,173.50	A 13283 GRIMMETT, GENIEVEVE C 3101 MASCOT ST WICHITA KS 67204-4407
LOTS 30-32 JACK'S SUB.  BERGIN	5,765.50	B 06194 VIVID PROPERTIES LLC % STEVEN & STEPHANIE  PO BOX 87 WINTER PARK CO 80482



LOTS 30-32 JACK'S SUB.  BERGIN	358.79	B 06194 VIVID PROPERTIES LLC % STEVEN & STEPHANIE  PO BOX 87 WINTER PARK CO 80482
LOT 13 FOX-HUEY ADD. ETAL	6,107.29	B 10251 GROSS, THOMAS M TRUST  2304 NW REDWOOD LN LAWTON OK 73505-1311
LOT 2 J. W. WASHINGTON ADD. BAPTIST CHURCH	4,817.00	B 14275 ANTIOCH MISSIONARY  1654 N MATHEWSON WICHITA KS 67214
LOTS 25-27 PENN NOW SPRUCE ST. INVESTMENT INC SOLOMON'S 2ND. ADD.	6,303.50	C 00759 S & F CONSTRUCTION &  PO BOX 75141 WICHITA KS 67275-0141
LOTS 84-86 BLOCK 6 KANSAS ADD.	358.79	C 01310 DUPREE, FRANK ETUX 1708 N ERIE ST WICHITA KS 67214-2410
LOTS 1-3 STRONG NOW ASH ST. MONA STOUT'S ADD.	358.79	C 01388 BRESHEARS, LARRY &  % LIONEL HENRY 3227 MATA ORTIZ DR SW ALBUQUERQUE NM 87121
LOTS 98-100 BLOCK 11 PENNSYLVANIA ADD.	5,969.29	C 01445 WILLIAMS, SABRINA D 641 N GREEN WICHITA KS 67214
LOTS 78-80 GREEN ST. FAIRMOUNT PARK ADD.	7,513.50	C 02815 THOMPSON, WILLIAM 1847 N MINNESOTA ST WICHITA KS 67214-1801
LOTS 37-39 MABEL NOW ESTELLE AVE. ETUX FAIRMOUNT PARK ADD.	6,565.29	C 02832 BACCUS, CLARENCE L  % WILLIE DOUGLAS 1953 N POPLAR WICHITA KS 67214-2135



LOTS 28-30-32 BLOCK 2 ESTERBROOK PARK ADD.	174.00	C 03129 ROUNDTREE, REGINALD J 5224 E 39TH. ST. N. WICHITA KS 67220-2047
N 14 1/2 FT LOT 46 & S 37 1/2 FT LOT 48 GOETHE NOW ESTELLE AVE. GETTO'S 3RD. ADD.	6,223.29	C 035620009 BRIM, MELVIN ETUX 1806 E 12TH ST N WICHITA KS 67214-2610
LOTS 34-36-38-40 ESTELLE AVE. REPLAT OF PART OF GETTO'S 2ND. ADD.	5,486.79	C 08833 CARTER, WILBUR E ETUX 4708 GREENBRIAR LN WICHITA KS 67220-2617
LOT 11 BLOCK G MILLAIR ADD.	5,596.79	C 12677 PENNINGTON, JERMAINE E 1548 N HYDRAULIC WICHITA KS 67214-1635
LOT 19 BLOCK 5 SHADYBROOK ADD.	4,882.50	C 13316 REBOLD FAMILY LLC HC 69 BOX 5755 KINGSTON OK 73439-8618
LOT 19 BLOCK 5 SHADYBROOK ADD.	358.79	C 13316 REBOLD FAMILY LLC HC 69 BOX 5755 KINGSTON OK 73439-8618
W 17 FT LOT 32 ALL LOT 33 & E 5 FT LOT 34 BLOCK 5 SHADYBROOK ADD.	2,769.50	C 13329 DAVIS, ONEIL & JULIA 4751 N GLENDALE WICHITA KS 67220-1430
W 17 FT LOT 32 ALL LOT 33 & E 5 FT LOT 34 BLOCK 5 SHADYBROOK ADD.	358.79	C 13329 DAVIS, ONEIL & JULIA 4751 N GLENDALE WICHITA KS 67220-1430
W 50 FT LOT 34 & E 27 FT LOT 35 BLOCK 5 SHADYBROOK ADD.	5,306.50	C 13331 DAVIS, ONEIL & JULIA 4751 N GLENDALE WICHITA KS 67220-1430
W 50 FT LOT 34 & E 27 FT LOT 35 BLOCK 5 SHADYBROOK ADD.	358.79	C 13331 DAVIS, ONEIL & JULIA 4751 N GLENDALE WICHITA KS 67220-1430
LOT 10	358.79	C 16735



BLOCK 3 S UNIVERSITY HEIGHTS 2ND ADD.		RAUBER, TY R & BRENDA  10406 ALAMO WICHITA KS 67212
LOT 12 BLOCK 4 J WALTER ROSS ADD.	9,724.50	C 19122 JOHNSON, DAVID LEE LOT 143 11700 E WATERMAN WICHITA KS 67207-1459
N 1/2 LOT 15 ALL LOT 17 DODGE AVE. LAWRENCE'S 2ND. ADD.	7,513.50	D 00479 FORSTER, THOMAS 1136 S PATTIE ST WICHITA KS 67211-2542
LOTS 82-84 EXC W 54 FT COOP'S GROVE ADD.  LOANS	7,406.29	D 02486 BEAL BANK S S B % COUNTRYWIDE HOME  7105 CORPORATEDRIVE PLANO TX 75024-4100
LOT 8 BLOCK 4 KELL HAWKINS ADD.	6,201.00	D 11688 BARSTOW, THELMA 500 CLARA WICHITA KS 67212-2420
LOT 8 BLOCK 26 COUNTRY ACRES 2ND. ADD.	9,670.60	D 22888 POTTORFF, KAYLENE J 7412 W HALE WICHITA KS 67212-3143

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2008** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th day of January, 2008.**



Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law



\_\_\_\_ Published in the Wichita Eagle on January 18, 2008

-ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT	PROPERTY OWNER
LOTS 1030-1032 WICHITA ST. LEWELLEN ADD.  2492	100.44	A 01160 WASHINGTON, TRACY APT D 1232 SUNNYBROOK CT INDIANAPOLIS IN 46229-
E 90 FT N 6 FT LOT 44 & E 90 FT LOTS 46-48 BLOCK 5 FAIRVIEW ADD.	172.75	A 02181 HERRON, HENRY GEORGE 5432 S SANTA FE WICHITA KS 67216-3644
LOT 20 & N 16 FT LOT 22 BLOCK 2 AVONDALE ADD.	147.59	A 02588 DEBOER, KIPP G 2034 N WACO WICHITA KS 67203-2756
LOT 20 & N 16 FT LOT 22 BLOCK 2 AVONDALE ADD.	186.53	A 02588 DEBOER, KIPP G 2034 N WACO WICHITA KS 67203-2756
LOTS 78-80	176.49	A 06861



LAWRENCE AVE VO ENGLISH 6TH. ADD.		NGUYEN, UT V & HUONG T  1735 S BROADWAY WICHITA KS 67211-4122
LOTS 78-80 MAIN ST. ENGLISH'S 6TH. ADD. DBA MILES & CO  2058	648.86	A 06941 SHARPSTEEN, STEVE C % BRENT & LESLIE MILES  STE # 9 120 N MAIN EL DORADO KS 67042-
LOTS 37-38 BLOCK 26 JONES PARK ADD. RAUBER	160.54	A 12971 COOK INVESTMENTS LLC % TY R & BRENDA S  10406 W ALAMO WICHITA KS 67212
LOT 6 BYRON SMITH ADD.	153.73	A 13210 MCDONALD, VERONICA L 3156 N ARKANSAS WICHITA KS 67204-4442
S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	237.60	B 028200001 WASHINGTON, LOZANDO 1139 N FAIRVIEW WICHITA KS 67203-3812
LOTS 178-180 WASHINGTON AVE. FOREST PARK ADD.	163.53	B 05533 WHITMORE, PAMELA SUE 3721 E ZIMMERLY WICHITA KS 67218-3017
LOTS 14-16 TOPEKA AVE FARNUM'S SUB.	135.79	B 06166 CARPENTER, CEANNDR A 2117 S TOPEKA WICHITA KS 67211-4834
N 10 FT LOT 20 & S 20 FT LOT 22 ELLIS AVE. ELLOUISE Y MEAD'S SUB.	127.54	B 08215 DILLON, CHARLES R &  GENERAL DELIVERY PAHOA HI 96779-9999
N 8 FT LOT 11-ALL LOT 13 & S 9 FT LOT 15 2ND. NOW MADISON S DEVORE'S SUB.	90.68	C 00248 RAUBER, TY R & BRENDA  10406 ALAMO WICHITA KS 67212
LOT 16 & N 8 1/3 FT LOT 17	140.03	C 00346



ROACH'S SUB.		SW HOME BUYERS PO BOX 757 CARL JUNCTION MO 64834
LOTS 18-20 NORRIS SUB.	135.43	C 00843 IVERSON, LOUIS D 409 WASHINGTON BLVD MAYWOOD IL 60153-2101
LOTS 45-47 SUNNY SLOPE ADD.  ETAL	302.00	C 008940002 TENNYSON, WADE ETUX % BYRON E TENNYSON  1301 N GROVE WICHITA KS 67214-2501
LOTS 45-47 SUNNY SLOPE ADD.  ETAL	171.83	C 008940002 TENNYSON, WADE ETUX % BYRON E TENNYSON  1301 N GROVE WICHITA KS 67214-2501
E 50 FT LOTS 53-54-55-56 ROSENTHAL'S 2ND. ADD.	100.10	C 010080001 BRIM, MELVIN B ETUX 1748 N ESTELLE WICHITA KS 67214-2230
LOTS 106-107 ROSENTHAL'S 2ND. ADD.	267.93	C 010290001 PYE, ANTHONY & GENA R 1308 N MINNEAPOLIS WICHITA KS 67214-2622
EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT AVE EXC N 10 FT FOR ST. PARKVIEW ADD.	157.04	C 01525 EAST 21ST STATION INC 826 S MADISON WICHITA KS 67211-2819
EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT AVE EXC N 10 FT FOR ST. PARKVIEW ADD.	197.04	C 01525 EAST 21ST STATION INC 826 S MADISON WICHITA KS 67211-2819
LOT 31 EXC W 30 FT THEREOF & N 23 FT LOT 33 EXC W 30 FT THEREOF BURR NOW VOLUTSIA AVE. MAPLE GROVE ADD.	132.99	C 01595 RAUBER, TY R 10406 W ALAMO WICHITA KS 67212
LOTS 1-3 MONA NOW POPLAR ST. SHEILA K MOSSMAN'S 2ND. ADD.	208.85	C 02636 PARRISH, FRANCIS M &  LOT 1 3201 E MACARTHUR RD WICHITA KS 67216-2609



LOTS 1-3 MONA NOW POPLAR ST. SHEILA K MOSSMAN'S 2ND. ADD.	181.30	C 02636 PARRISH, FRANCIS M &  LOT 1 3201 E MACARTHUR RD WICHITA KS 67216-2609
LOTS 7-9 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.  1367	133.98	C 02728 HARRIS, IRVING U PO BOX 1367 MANHATTAN KS 66505-
LOTS 7-9 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.  1367	121.43	C 02728 HARRIS, IRVING U PO BOX 1367 MANHATTAN KS 66505-
LOTS 57-59 ALICE NOW GREEN ST. SERVICES LLC FAIRMOUNT PARK ADD.  2557	124.87	C 02783 MODERN FINANCIAL  PO BOX 3396 COTTONWOOD AZ 86326-
LOTS 29-31 ACADEMY NOW VOLUTSIA AVE. RAE FAIRMOUNT PARK ADD.	214.07	C 02883 WALKER, EDDIE & DIANA  1323 N VOLUTSIA WICHITA KS 67214-2535
LOTS 29-31 ACADEMY NOW VOLUTSIA AVE. RAE FAIRMOUNT PARK ADD.	86.83	C 02883 WALKER, EDDIE & DIANA  1323 N VOLUTSIA WICHITA KS 67214-2535
LOTS 86-88 MT. OLIVE NOW CHAUTAUQUA INC FAIRMOUNT PARK ADD.	191.36	C 03022 COUNTRYWIDE HOME LOANS  PTX-C-35 7105 CORPORATE DR PLANO TX 75024-4100
LOTS 26-28 LORRAINE AVE. FAIRMOUNT PARK ADD.	209.54	C 03055 HONEYCUTT, SHEILA R 1911 N PIATT AVE WICHITA KS 67214-1831
LOTS 17-19 BLOCK 6 ESTERBROOK PARK ADD.	121.48	C 03190 PROMISE LLC SUITE 1400 301 N MAIN



		WICHITA KS 67202
ALL LOTS 49-51 & S 3 FT 6 IN. LOT 53 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	253.11	C 03247 WARD, SCOTT APT 705 4616 N HYDRAULIC ST WICHITA KS 67219-2919
LOT 4 BLOCK 7 PARKMORE ADD.	127.99	C 12039 STEINMAN, DALE J 24720 IRVING RD HUMBOLDT KS 66748
LOT 7 BLOCK 3 COUNTRY SIDE ADD.	155.82	C 14712 HERRICK, ROBERT S ETUX 938 N OLD MANOR WICHITA KS 67208-3544
LOTS 5-6 BLOCK 4 UNIVERSITY HEIGHTS ADD.	173.25	C 16292 BARTON, MERLE L JR 2241 S ST FRANCIS WICHITA KS 67211-4924
LOT 12 BLOCK 7 J WALTER ROSS ADD.  3135	168.70	C 19170 NEWBERN, PAUL ETUX 340 PANOLA RD ELLENWOOD GA 30294-
LOT 2 BLOCK 2 KEN-MAR ADD.	155.48	C 20175 RECA LP P.O. BOX 1996 IRMO SC 29063-1996
LOT 7 BLOCK Q AUDREY MATLOCK HEIGHTS 1ST. ADD.  1367	132.94	C 20953 HARRIS, IRVING U P O BOX 1367 MANHATTAN KS 66505-
LOT 2 BLOCK V AUDREY MATLOCK HGTS. 1ST. ADD.	181.75	C 21069 JOHNSON, CARNELL 2900 E MAPLEWOOD ST WICHITA KS 67214-2340
LOT 12 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.	174.49	C 21074 ROUNDTREE, LC 2340 N GREEN WICHITA KS 67219-5013
LOT 12 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.	163.77	C 21074 ROUNDTREE, LC 2340 N GREEN



		WICHITA KS 67219-5013
LOT 18 BLOCK X AUDREY MATLOCK HEIGHTS 1ST. ADD.	175.59	C 21139 WILLIAMS, DERELL J 1843 N GREEN ST WICHITA KS 67214-2123
LOT 10 BLOCK 2 & KATHY RUSSELL ROSS ADD.	155.28	C 23122 THOMPSON, DONALD M JR  4334 N SPYGLASS WICHITA KS 67226
LOT 11 EXC S 1 FT BLOCK 4 ANGEL RIDGECREST ADD.	185.53	C 24409 WILLIAMS, DAVID &  8506 W 15TH ST N WICHITA KS 67212-5803
LOT 13 BLOCK 14 EASTRIDGE 11TH. ADD.	152.53	C 27856 HARRIS STANTON E 7708 E LINCOLN WICHITA KS 67207-2735
LOTS 34-36 ELIZABETH AVE LAWRENCE'S 4TH ADD.	306.28	D 00565 MCDONALD, G 1700 BIRCHBROOK DR FLOWER MOUND TX 75028
LOTS 34-36 ELIZABETH AVE LAWRENCE'S 4TH ADD.	190.98	D 00565 MCDONALD, G 1700 BIRCHBROOK DR FLOWER MOUND TX 75028
E 20 FT LOT 18 & W 20 FT LOT 19 UNIVERSITY AVE WINNE'S ADD.	234.45	D 01786 WILSON, RANDY LEE 411 W UNIVERSITY AVE WICHITA KS 67213-4513
LOTS 40-42 ST CLAIR AVE ASSOCIATION GARFIELD 2ND. ADD.	335.02	D 033460003 LASALLE BANK NATIONAL  1138 S SAINT CLAIR ST WICHITA KS 67213-3056
LOT 4 HICKORY CREEK ADD.  5014	247.98	D 18012 HORN, DENNIS O 4101 S 4TH ST LEAVENWORTH KS 66048-



SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2008** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **15th day of January, 2008.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law



**City of Wichita**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous & Unsafe Structures (All Districts)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

**Recommendation:** Approve the assessments and ordinances.

**Background:** The Office of Central Inspection (OCI) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor, or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and OCI is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on January 18, 2008. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2008 bonds sell. The principal and interest will then be spread for 1-year and placed on the 2008 tax roll.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List – Special Assessments



<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
7412 W Hale	demolition (condemnation)	\$9,670.60	V
2234 N Woodland	demolition (condemnation)	\$8,001.40	VI
1954 N Ash	gas services removal	\$358.79	I
1612 N Kansas	gas services removal	\$358.79	I
1401 N Battin	gas services removal	\$358.79	I
2137 S Emporia	demolition (condemnation)	\$5,765.50	III
2502-04 E 20 <sup>th</sup>	demolition (condemnation)	\$5,306.50	I
2508 E 20 <sup>th</sup>	demolition (condemnation)	\$2,769.50	I
1547 N Estelle	demolition (condemnation)	\$5,486.79	I
814 West Clark	demolition (condemnation)	\$6,032.79	III
1748 N Estelle	demolition (condemnation)	\$6,223.29	I
2635 E Stadium	demolition (condemnation)	\$4,882.50	I
1502 E 16 <sup>th</sup> St. N.	demolition (condemnation)	\$6,107.29	I
1954 N Minneapolis	demolition (condemnation)	\$5,969.29	I
1645 N Mathewson	demolition (condemnation)	\$4,817.00	I
500 N Clara	demolition (condemnation)	\$6,201.00	IV
1021 N Spruce	demolition (condemnation)	\$6,303.50	I
2215 N Minneapolis	demolition (condemnation)	\$5,596.79	I
319 S Dodge	demolition (condemnation)	\$7,513.50	IV
2137 South Emporia	gas services removal	\$358.79	III
2502-04 E 20 <sup>th</sup>	gas services removal	\$358.79	I
2508 E 20 <sup>th</sup>	gas services removal	\$358.79	I
2635 E Stadium	gas services removal	\$358.79	I
1222 N Green	demolition (condemnation)	\$7,513.50	I
1311 N Estelle	demolition (condemnation)	\$6,565.29	I
623 S Martinson - Front	demolition (condemnation)	\$7,406.29	IV
3101 N Mascot	demolition (condemnation)	\$5,173.50	VI
1035 N Green	(Asbestos Survey – owner demolished structure)	\$174.00	I
1927 E Looman	demolition (condemnation)	\$9,724.50	I
<b>TOTAL</b>		<b>\$135,715.85</b>	

1301 N Grove	emergency board-up	\$302.00	I
1748 N Old Manor	emergency board-up	\$173.25	I
300 S Elizabeth	emergency board-up	\$306.28	IV
515 N Poplar	emergency board-up	\$208.85	I
1735 S Broadway	emergency board-up	\$176.49	III
1138 S St. Clair	emergency board-up	\$335.02	IV
515 N Poplar	emergency board-up	\$181.30	I
1351 N Poplar	emergency board-up	\$133.98	I
1245 N Green	emergency board-up	\$124.87	I
1735 S Main	emergency board-up	\$648.86	III
2001 E 21 <sup>st</sup> St. N.	emergency board-up	\$157.04	I
1607 N Oliver	emergency board-up	\$155.48	I
2011 E 21 <sup>st</sup> St. N.	emergency board-up	\$197.04	I
2331 N Green	emergency board-up	\$174.49	I
300 S Elizabeth	emergency board-up	\$190.98	IV
938 N Old Manor	emergency board-up	\$155.82	I
2056 S Poplar	emergency board-up	\$155.28	III
3015 N Park Place	emergency board-up	\$160.54	VI



708 N Minneapolis	emergency board-up	\$237.60	I
1138 N Ash	emergency board-up	\$135.43	I
1122 N Grove	emergency board-up	\$121.48	I
2655 N Spruce	emergency board-up	\$185.53	I
1301 N Grove	emergency board-up	\$171.83	I
1634 S Ellis	emergency board-up	\$127.54	I
1942 S Washington	emergency board-up	\$163.53	III
2034 N Waco	emergency board-up	\$147.59	VI
2331 N Green	emergency board-up	\$163.77	I
2422 N Minnesota	emergency board-up	\$168.70	I
361 N Volutsia	emergency board-up	\$132.99	I
2361 N Green	emergency board-up	\$181.75	I
1139 N Fairview	emergency board-up	\$100.44	I
1308 N Minneapolis	emergency board-up	\$267.93	I
2117 S Topeka	emergency board-up	\$135.79	III
1855 N Market	emergency board-up	\$172.75	VI
3156 N Arkansas	emergency board-up	\$153.73	VI
1212 N Chautauqua	emergency board-up	\$191.36	I
724 N Dougherty	emergency board-up	\$247.98	VI
2311 N Estelle	emergency board-up	\$175.59	I
1323 N Volutsia	emergency board-up	\$214.07	I
1806 East 12 <sup>th</sup>	emergency board-up	\$100.10	I
2922 E 16 <sup>th</sup>	emergency board-up	\$253.11	I
433 N Grove	emergency board-up	\$140.03	I
411 W University	emergency board-up	\$234.45	IV
7708 E Lincoln	emergency board-up	\$152.53	II
411 N Madison	emergency board-up	\$90.68	I
1328 N Lorraine	emergency board-up	\$209.54	I
2034 N Waco	emergency board-up	\$186.53	VI
1323 N Volutsia	emergency board-up	\$86.83	I
2031 E Random	emergency board-up	\$127.99	I
2539 N Estelle	emergency board-up	\$132.94	I
1351 N Poplar	emergency board-up	<u>\$121.43</u>	I
<b>TOTAL</b>		<b>\$10,301.92</b>	



**Senior Management Expenses  
For the Month of October 2007**

<b>Employee by Department</b>	<b>Purpose</b>	<b>Amount</b>
<b>01-City Manager Staff</b>		
George Kolb, City Manager	ICMA Annual Conference, Pittsburgh PA	\$ 2,512.22
Cathy Holdeman, Assistant City Manager	ICMA Annual Conference, Pittsburgh PA	1,817.58
<b>04-Law</b>		
Gary Rebenstorf, Director of Law	IMLA Annual Conference, Nashville TN	2,541.83
<b>08-Police</b>		
Tom Stolz, Deputy Chief	IACP Conference, New Orleans LA	1,656.21
<b>13-Public Works</b>		
Joe Pajor, Assistant Director of Public Works	APWA KS Chapter Annual Fall Meeting, KC MO	340.03
<b>14-Environmental Services</b>		
Kay Johnson, Director of Environmental Services	Annual Environmental Performance Summit, Arlington VA	1,902.58
<b>18-Water and Sewer</b>		
David Warren, Director of Water & Sewer	Annual Water Environment Fed TEC, San Diego CA	1,756.85
Gerald Blain, Design Engineer	Kansas Reservoir Summit, Lawrence KS	151.38
Joe Botinelly, Superintendent Sewer Maintenance	Water Environment Federation TEC, San Diego CA	2,090.99
Jade Dundas, Superintendent Sewage Treatment	Water Environment Federation TEC, San Diego CA	1,768.79
<b>19-Airport</b>		
Victor White, Director of Airports	ACI Conference & Exhibition, KC MO and FAA Central Region Airports Conf, Overland Park KS	1,793.30
Victor White, Director of Airports	Industrial Opportunity Visit, Dallas TX	834.80
John Oswald, Engineering & Planning Manager	FAA Central Region Airports Conference, OP KS	602.64
<b>Total</b>		<b>\$ 19,769.20</b>



**Senior Management Expenses  
For the Month of November 2007**

<b>Employee by Department</b>	<b>Purpose</b>	<b>Amount</b>
<b>01-City Manager Staff</b>		
George Kolb, City Manager	National League of Cities, New Orleans LA	\$ 1,121.16
George Kolb, City Manager	ICMA Strategic Planning Committee Meeting, Albuquerque NM	687.68
Cathy Holdeman, Assistant City Manager	KACM Fall Conference, Pittsburgh KS	455.61
Scott Moore, Assistant City Manager	KACM Fall Conference, Pittsburgh KS	464.65
<b>13-Public Works</b>		
Joe Pajor, Assistant Director of Public Works	Project Management Bootcamp, Denver CO	1,865.06
<b>16-Transit</b>		
Jay Banasiak, General Manager	FTA Public Transportation Safety Training, KC MO	724.49
Jay Banasiak, General Manager	KPTA Board Meeting, Topeka KS	124.90
<b>17-Park</b>		
Debbie Williams, Century II Director	US Bowling Conference Presentation, Milwaukee WI	600.59
<b>18-Water and Sewer</b>		
Gerald Blain, Design Engineer	Cheney Watershed Commission Meeting, Hutchinson KS	5.00
Elizabeth Owens, Superintendent Water Distribution	Benchmarking Data Sharing Workshop, Denver CO	514.22



# WICHITA CITY COUNCIL POLICY

**Program and usage policy for CITY7, the City's public, educational and governmental (PEG) cable channel provided by Cox Communication.**

## ***OVERVIEW:***

As the elected governing body for the City of Wichita, the Wichita City Council has final authority regarding programming and production policies related to City7, the City's public, educational and governmental (PEG) cable channel provided by Cox Communication.

As described in City Code 2.04.100, the City Council shall provide policy direction to the City Manager. City staff, as delegated by the City Manager, will create and implement specific policy guidelines for use of City7.

Operational authority for City7 is vested with the Government Relations Manager and Public Information Officer, as described in the current contract between the City of Wichita and Cox Communications initiated on Jan. 8, 2002.

## ***GUIDELINES:***

The following guidelines are intended to ensure that all Council members have full opportunity to use City7 to communicate with their constituency. Those programming opportunities range from on-air participation by Council Members, feature programming about City activities and projects in their respective district, public service announcements about Council Member activities and projects and general programming about City government.

The guidelines are also intended to ensure fair and appropriate use of City7 programming by Council Members.

- 1) The Communications Team will create a schedule allowing each Council district to be featured on City7 on a rotating basis. Council members will work with the Communications Team to identify content opportunities.
- 2) Additional programming suggestions from Council members are also welcome. Specific directives for programming must have the majority endorsement of the Council. In all other applications, the City Manager and his designees have final authority over specific programming, production and administrative issues relating to City7.



- 3) To ensure appropriate use of City7 during election periods, no Council Member or Mayor who is a declared and/or filed candidate for elective office will be featured between the time of their declared candidacy and the election for which they have filed and/or declared.
- 4) Exceptions to these guidelines require majority endorsement of the City Council.



**Agenda Item No. 27.**

**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** City Council policy regarding City7, the Cox Communication channel assigned to the City of Wichita

**INITIATED BY:** City Manager's Office

**AGENDA:** Consent

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**Recommendation:** Approve the policy

**Background:** The CMO Communications Team has worked to increase the resources for City7 with the intent of improving the quality and increasing the quantity of programming. Council input will be an integral part of the planning and production process, and the policy formalizes the relationship between Council and staff.

**Analysis:** Adoption of the policy will provide a consistent guide for future City7 programming and production plans.

**Financial Considerations:** None

**Goal Impact:** Adoption of the policy will contribute to the Internal Perspectives services goal relating to overall management, function and policy direction of the City of Wichita.

**Legal Considerations:** None

**Recommendations/Actions:** It is recommended that the City Council approve the City7 policy and authorize the necessary signatures.

**Attachments:** Policy



# 2008 State Legislative Agenda

Presented for final approval by Wichita City Council  
Jan. 8, 2008

## PRIORITY AGENDA:

- 1) **Equus Beds Aquifer Storage and Recovery project:** Request for \$1 million in annual state general fund support until program completion in 2015. Funding is contained in Kansas Water Authority budget as proposed to Gov. Kathleen Sebelius.
- 2) **Visioneering Wichita Unified Legislative Agenda:**
  - n Affordable Airfares: Request for third year funding of \$5 million
  - n Continued state support for National Institute for Aviation Research at Wichita State University and business-driven technical training at the National Center for Aviation Training at Jabara campus.
  - n Continued state funding for expanded nurse training programs at post-secondary institutions in South-Central Kansas.
  - n Support for the Wichita Center for Graduate Medical Education program, funding additional faculty and research staff for physician residency programs.
  - n Support for continued funding of Kansas Small Business Development Centers (KSBDC).

## CARRYOVER ITEMS

(Retained from 2007 Wichita City Council state legislative agenda)

- 1) **Negotiated Bond Sales:** The City of Wichita supports increasing the statutory cap to \$2,000,000 on the amount of - bonds that may be sold through negotiated sales for special assessment projects. The purpose is to interact more favorably to the marketplace and reduce special assessment costs by reducing interest for residents.
- 2) **Driver's License Suspension Notice:** The current version would allow the city to charge \$5 to cover costs of driver's license suspension notice to persons with unpaid traffic fines. Original bill simply sought approval to issue notice at time of citation, rather than mailing out notice when fine became delinquent. ***The Wichita City Council supports the current amended version.***
- 3) **Sex Offender Residency Restriction:** City of Wichita supports its continued authority to license alternative correctional housing facilities, including the imposition of additional requirements if the facility houses sex offenders.



- 4) **One-Call:** The City of Wichita supports continuation of the current system and opposes mandatory visitation response to all location calls.
- 5) **Domestic Violence:** The City of Wichita supports changes in the domestic violence statutes in an effort to make the law more effective and workable. The City of Wichita supports narrowing the definition of domestic battery to family members or those involved in intimate relationships. Deleting the reference to “persons who are presently living together or have resided together in the past” will strengthen enforcement efforts. Limiting the definition to people with intimate relationships and family members will allow law enforcement and court resources to concentrate on the most prevalent and troublesome cases of domestic violence.
- 6) **Child Care Inspections:** The City of Wichita endorses current collaborative inspections with the Kansas Department of Health and Environment.

## ADDITIONAL ITEMS

- 1) **Library funding:**
  - n Continued stable state funding and maintenance of local control
  - n Statehouse library enhancements
  - n Funding to establish a statewide delivery system for library materials
  - n Funding for *LearningExpressLibrary*, a statewide database to assist Kansans in career and education test preparation.
- 2) **Casino regulation:**

Support for distribution of gaming revenue to include compensation to communities adjacent to state-owned casinos for negative impact on public safety and social costs.
- 3) **LAVTR-CCRS:** The City of Wichita encourages the Kansas Legislature to restore annual funding of Local Ad Valorem Tax Relief and City-County Revenue Sharing.
- 4) **Comprehensive Transportation Plan:** The City of Wichita encourages the Kansas Legislature to begin the process for a statewide Comprehensive Transportation Plan in 2009.







**Agenda Item No. 28.**

**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council  
**SUBJECT:** 2008 State Legislative Agenda  
**INITIATED BY:** City Manager's Office  
**AGENDA:** Consent

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**Recommendation:** Approve the agenda

**Background:** The contents of the proposed legislative agenda have been reviewed during an earlier City Council workshop and adjusted following subsequent discussion. The agenda is the same presented to Council workshop in October, minus the issue relating to arrestee health care costs.

**Analysis:** Adoption of the agenda provides a starting point for the Council's involvement in the 2008 state legislative session. Additional agenda items may come forward as the session proceeds, and they will be brought to Council attention at the appropriate opportunity.

**Financial Considerations:** None

**Goal Impact:** Adoption of the policy will contribute to the Internal Perspectives services goal relating to overall management, function and policy direction of the City of Wichita.

**Legal Considerations:** N/A

**Recommendations/Actions:** It is recommended that the City Council approve the legislative agenda.

**Attachments:** Proposed 2008 State Legislative Agenda.



# IAPro

Professional Standards and Internal Affairs Software

January 3, 2007

Ms. Kay Masters  
Wichita Police Department

Dear Ms. Masters:

Thank you for your interest in our IAPro software. I have prepared the below price quote covering all costs associated with the purchase of the IAPro and, optionally, BlueTeam software. Please contact me should you have any questions or need additional information.

## IAPro Price Quote

<u>Item</u>	<u>Price</u>	<u>Annual Maintenance*</u>
IAPro Unlimited Site License	\$ 25,000.00	\$ 5,000.00
2 Days Onsite Training	\$ 2,400.00	
Travel (airfare, hotel, rental car)	\$ 1,000.00	
<b>Total</b>	<b>\$ 28,400.00</b>	<b>\$ 5,000.00</b>

### ***Optional Items***

BlueTeam	\$ 10,000.00	\$ 2,000.00
1 Day BlueTeam Training	\$ 1,200.00	
<b>Total with Optional Items</b>	<b>\$ 39,600.00</b>	<b>\$ 7,000.00</b>

\*Annual maintenance is free the first year of use

### ***Annual Maintenance***

Annual maintenance includes all technical support via our 800# and our online support website. In addition, annual maintenance includes all new versions of the IAPro and BlueTeam software. Annual maintenance is included free of charge the first year of use. Thereafter, it is provided on a year-to-year basis and can be discontinued at any time.

### ***Optional Items***

#### **BlueTeam Field Support Application**

The BlueTeam field support application is an optional add-on piece of software for the IAPro system. It enables field command staff (and optionally field officers) to enter complaints, use of force, vehicle accident, and vehicle pursuit incidents via an easy-to-use application. It optionally supports the chain-of-command approval process for the incidents entered. The application is intended to prevent duplication of work, ensure complete data entry, and ease the workflow process.

#### **Data Conversion Services**

CI Technologies can convert your existing internal affairs database to IAPro. If this is desired, CI Technologies' data conversion specialist, Tim Conner, will need to evaluate your existing

65 Seaside Capers Rd., St. Augustine, FL 32084

[www.iaprofessional.com](http://www.iaprofessional.com)

(800) 620-8504

Provided by CI Technologies Corporation



# IAPro

Professional Standards and Internal Affairs Software

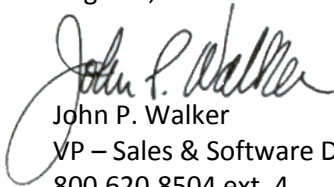
database in order to provide an exact price quote. Average data conversions range from \$2,500.00 - \$5,000.00. Please contact me if you would like to pursue this.

## Human Resource Database Interface

CI Technologies offers a free service whereby prior to installing IAPro at your agency we will import your employee information into the IAPro database. This is a one-time service offered for no cost.

We also offer a separate service whereby we will create a batch process to update your IAPro employee information on a routine basis. If this option is preferred, please contact us so that we can learn more about your existing HR database and possible output formats in order to provide a price quote for this service.

Regards,



John P. Walker

VP – Sales & Software Development

800.620.8504 ext. 4

[jwalker@ci-technologies.com](mailto:jwalker@ci-technologies.com)



## IAPro Cost Overview - 2007/2008

### 2007 Charges

<u>Application Cost</u>	<u>Amount</u>
IAPro Site License	\$ 25,000.00
Training allowance	\$ 3,400.00
BlueTeam Site License	\$ 10,000.00 *
BlueTeam Training Allowance	\$ 1,200.00 *
<b>First Year Total : \$ 39,600.00</b>	

### 2008 Charges

<u>Application Cost</u>	<u>Amount</u>
IAPro Maintenance	\$ 5,000.00
BlueTeam Maintenance	\$ 2,000.00 *
<b>2008 Total :</b>	<b>\$ 7,000.00</b>



City of Wichita  
City Council Meeting  
January 08, 2008

**TO:** Mayor and City Council  
**SUBJECT:** Early Intervention System  
**INITIATED BY:** Wichita Police Department  
**AGENDA:** Consent Agenda

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**Recommendation:** Approve the contract and authorize necessary signatures.

**Background:** In 1981, the U.S. Commission on Civil Rights recommended that all police departments create an Early Warning System to identify officers, “who are frequently the subject of complaints or who demonstrate identifiable patterns of inappropriate behavior.”

Early Intervention Systems are databases used by police management to identify officers whose behavior is problematic, and provide a form of intervention to correct that performance. As an early response, the department intervenes before an officer is in a situation that warrants formal disciplinary action. The system alerts the department to at risk officers so the officers can be provided early intervention in the form of counseling or training to help them change their problematic behavior.

**Analysis:** The Wichita Police Department recently established an Early Intervention System Committee. The purpose of the committee was to research and make recommendation for implementing an early intervention system within the Police Department. As a result, the Early Intervention System Committee recommend the purchase of IAPro and BlueTeam as the method and software to track indicators/triggers. Early Intervention Systems have been shown to be proactive in reducing citizen complaints and other problematic behavior demonstrated by officers. Departments use such systems to salvage officers’ careers and increase public trust. The purchase of BlueTeam supports the Wichita Police Department’s Wireless Project, which will allow officers to enter such forms as Vehicle Pursuit and Use of Force directly into the system.

**Financial Considerations:** The Early Intervention System will cost the Wichita Police Department \$39,600 for the first year and an additional \$7,000 the second year for maintenance; funding will be through Grant Funding.

**Goal Impact:** Provide a Safe and Secure Community by maintaining and improve citizen perception of public safety.

**Legal Considerations:** Required by state statute for reporting arrests and is part of the Kansas Standard Arrest Report.

**Recommendations/Actions:** It is recommended the City Council approve the contract for IAPro and BlueTeam from C.I. Technologies, Inc.

**Attachments:** IAPro and BlueTeam Software contract from C.I. Technologies, Inc.



**CITY OF WICHITA**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Sale of Surplus Property Located to the West of a Residence at 905 N. Arapaho (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the sale.

**Background:** An offer of \$1,000 was received from Charles Vrana for a portion of the excepted floodway located directly behind and to the West of his property at 905 N. Arapaho. The property adjacent to the Big Ditch Floodway was acquired at no cost to the City as an exception in the platting process of West Central Gardens Third Addition. On May 30, 1995, City Council declared the exception as surplus. The property is currently vacant and contains approximately 11,500 square feet. The property will be utilized by the proposed purchaser as extra yard space for their property at 905 N. Arapaho.

**Analysis:** Due to the location and inaccessibility of the tract, the adjacent homeowner is the sole market for the property. Three other homeowners in this area have previously purchased sites adjacent to their properties for \$1,000.00 each. Many of the other property owners have already fenced or improved the land with buildings in that portion adjacent to their property and also provide regular maintenance. If these other properties are to be sold in the future, they will be sold in such a way as to not landlock or block access to City owned property.

**Financial Considerations:** The City will receive cash consideration from the sale of the property at closing and be relieved of maintenance. After the property is sold, the property will return to the tax rolls which will place additional value into the tax base. The City will receive all proceeds from the sale minus any associated administrative costs.

**Goal Impact:** Enhance the quality of life for citizens and support neighborhood vibrancy.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize the necessary signatures.

**Attachments:** Aerial and real estate purchase agreement.





# 905 Arapaho



Printed: 12/5/2007 2:35:11 PM  
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**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Budget Adjustment-Stormwater Utility Flood Mapping (Districts I, II, III, IV and V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the budget adjustment.

**Background:** The Stormwater Utility commissioned several studies in 1999 to analyze flooding issues in Wichita and make appropriate FEMA flood map revisions. The studies and the consultants involved were:

P.E.C.	Big Slough South
H.N.T.B.	Gypsum Creek-mouth to upper end
M.K.E.C.	Third Street Drain
	Wichita Drainage Canal
	Dry Creek to Gypsum Creek

The cost of these contracts were \$255,710.17. In addition, the City contracted with the U.S. Geological Survey for \$123,439.34 for Cowskin Creek flood inundation mapping. The combined cost of the studies is \$379,149.51, and we originally proposed to pay for these with Capital Project funds. We are now advised that stormwater operating funds should pay for this work.

**Analysis:** The Stormwater Utility Fund has sufficient revenue to cover this charge.

**Financial Considerations:** \$279,140.51 of the costs associated with these studies can be paid for with offsetting savings within the Stormwater Utility contractual services budget. However, a budget adjustment of \$100,000 to transfer funds from the Stormwater fund to Stormwater Utility contractual services budget is necessary to pay for the balance of the studies.

**Goal Impact:** This action supports the Efficient Infrastructure and Safe and Secure Community goals by providing reliable flood mapping information to this community.

**Legal Considerations:** City Council approval is required for budget transfers in excess of \$25,000.

**Recommendation/Action:** Approve the budget adjustment and authorize the transfer in a not to exceed amount of \$100,000 from the Stormwater Utility Fund.

**Attachments:** None.



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Budget Adjustment – Tort Claims Sub-Fund

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Approve Budget Adjustment to transfer \$50,000 to the contractals lines of the General Liability Tort Sub-Fund, from the Self Insurance Fund.

**Background:** On December 4, 2007, Council approved a contract with Employment Research Corporation to provide a statistical analysis of police vehicle stops in the Wichita community, for potential use in litigation arising from allegations of racial profiling. Law Department has since learned that there are not sufficient funds available in the Tort Claims Sub-Fund, and a Budget Adjustment is necessary to provide funding for the contract.

**Analysis:** The necessary Budget Adjustment is \$50,000 in amount, and so requires City Council approval..

**Financial Considerations:** Funds for the transfers will be available within the Self-Insurance Fund.

**Goal Impact:** Internal Perspective. This expense is related to litigation of police related matters.

**Legal Considerations:** The transfers are necessary to provide an effective defense to pending racial profiling cases.

**Recommendations/Actions:** Approve the Budget Adjustment to transfer \$50,000 to the claims line of the General Liability Tort Sub-Fund from moneys within the Self Insurance Fund.



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Bonding Ordinance: South Broadway Viaduct (south of 31<sup>st</sup> Street South) (District III)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Place the Ordinance on First Reading.

**Background:** On August 16, 2007, the South Broadway Viaduct south of 31<sup>st</sup> Street South was closed to traffic. The Bridge is a major north-south traffic corridor and repairs needed to begin immediately so the bridge could be put back into service as soon as possible. On September 11, 2007, a Resolution was adopted to authorize the construction work to proceed as a public exigency.

**Analysis:** A Bonding Ordinance has been prepared to provide permanent project financing.

**Financial Considerations:** The project budget is \$500,000. The funding source is General Obligation Bonds.

**Goal Impact:** The project will address the Efficient Infrastructure goal by expediting the process to reopen and important traffic corridor to vehicular traffic.

**Legal Considerations:** The Ordinance has been approved as to legal from.

**Recommendation/Action:** It is recommended that the City Council place the Ordinance on First Reading and authorize the necessary signatures.

**Attachment:** CIP Sheet and Ordinance.



First Published in the Wichita Eagle

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DECLARING **SOUTH BROADWAY BRIDGE (472-84597)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the **South Broadway Bridge (472-84597)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the **South Broadway Bridge (472-84597)** as a main trafficway in the following particulars:

The design, construction of a bridge, acquisition of right-of-way, relocation of utilities and landscaping, as necessary for a major traffic facility.



SECTION 3. The costs of the construction of the above described improvements is estimated to be \$500,000 exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW



# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION



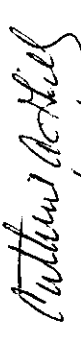
CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/21/2007	4. Project Description & Location South Broadway Viaduct	
5. CIP Project Number B-	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required	As required			
12. Project Cost Estimate				
ITEM	GO	County	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts	\$500,000			\$500,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Study				
Totals	\$500,000			\$500,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Place the ordinance on 1st reading				
<div style="display: flex; justify-content: space-between;"> <div> <div>12A.</div> <div> <div>Platting Required</div> <div>Lot Split</div> <div>Petition</div> <div>Ordered by WCC</div> </div> <div> <div>Yes</div> <div></div> <div></div> <div>X</div> </div> <div> <div>No</div> <div></div> <div></div> <div></div> </div> </div> <div> <div>Remarks:</div> <div>* KDOT</div> <div>472-84597</div> </div> </div>				

Division Head 	Department Head 	Budget Officer 	City Manager
		Date 12/21/07	Date



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Banking Services Resolution

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

**Recommendation:** Adopt the resolution.

**Background:** In September, 2004, the City Council adopted resolution # 04-468 reaffirming the selection of Intrust Bank, N.A. to provide banking services require by the City and updating authorizations for the preparation, execution and delivery of agreements in connection therewith. The term of the original banking services agreement was from June 1, 2003 through May 30, 2004, with options to renew under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. The resolution specifically gave authority to the City Manager and Director of Finance to enter into agreements with the bank to establish authorizations and to conduct or establish banking procedures.

**Analysis:** The City Council has appointed H. E. Flentje as Interim City Manager, effective January 2, 2008. A new resolution is required granting authority to H. E. Flentje and removing George Kolb's authority.

**Goal Impact:** This action impacts the Internal Perspective and allows continued banking services and efficient delivery of Treasury services to both internal and external customers.

**Financial Considerations:** There are no costs involved in changing the resolution.

**Legal Considerations:** The resolution has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the resolution updating authorization and providing H. E. Flentje and Kelly Carpenter authority to execute banking documents on behalf of the City of Wichita.

**Attachment:** Resolution



**RESOLUTION NO.**

**A RESOLUTION APPROVING THE SELECTION OF INTRUST BANK, N.A., AS A BANKING SERVICES PROVIDER AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF CERTAIN AGREEMENTS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of Wichita approved the selection of INTRUST Bank, N.A. as a banking services provider by Resolution 03-002 in January of 2003 and Resolution 03-564 in October of 2003 and Resolution 04-048 in February 2004 and Resolution 04-468 in September 2004,

**WHEREAS**, the City of Wichita has existing agreements for primary banking services with INTRUST Bank, N.A. and ,

**WHEREAS**, INTRUST Bank, N.A. (the "Bank") is qualified to serve as a designated depository of municipal funds and is capable of providing arrangements meeting the City's current needs and requirements;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Approval of Bank Selection.** The governing body approves the selection of the Bank to provide banking services required by the City, including service as a designated depository of municipal funds pursuant to K.S.A. 9-1401, which deposits are to be secured by pledges of acceptable securities, as provided by K.S.A. 9-1402 and K.S.A. 9-1405, all as amended.

**Section 2. Transfer Authority and Execution of Documents.** The City Manager is hereby authorized and directed to agree upon, with representatives of the Bank, and to enter into agreement(s) setting forth, the terms and conditions upon which the Bank, in accordance with the specifications established by the City's Finance Department (and in forms approved by the City Attorney), will receive and maintain deposits and make transfers of the City's funds to or from any account of the City, wherever maintained, or from any account of the City to any firm, person, or bank, when acting upon requests, or orders, and that such terms and conditions may authorize the Bank to act upon requests received by voice communication given in accordance with procedures agreed upon with the Bank in writing and signed by either of the City's officers or agents listed below:

---

H. E. Flentje, Interim City Manager

---

Kelly Carpenter, Director of Finance

Furthermore, the City Clerk or any Deputy City Clerk is hereby authorized and directed to attest to any such agreement(s), for and on behalf of the City.

**Section 3. Delivery of Documents; Further Authority.** The City Manager, City Clerk or other appropriate officers, agents or representatives of the City, are hereby authorized and directed to deliver the above-referenced agreement(s), and to execute and deliver such other documents and certificates as may be approved by the City Attorney as documents necessary and appropriate to carry out the intent of this Resolution.

**Section 4. Certification.** The City Clerk or any Deputy City Clerk is hereby authorized and directed to certify this Resolution to the Bank.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon its passage by the Governing Body of the City.



**ADOPTED** by the governing body of the City of Wichita, Kansas, this 8th day of January, 2008.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
1317 North Ash – District I

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Unfinished Business

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**Recommendations:** Take appropriate action.

**Background:** This property was before the Board of Code Standards and Appeals (BCSA) on October 1, 2007. No one appeared to represent the property, no repairs had been made to the property, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

This property was before City Council on December 4, 2007, and a resolution was adopted declaring this structure a dangerous and unsafe building, and fixing 10 days to start and an additional 10 days to complete demolition.

The owner of this property did make contact with staff approximately 30-minutes past the scheduled City Council hearing time. He was informed the property had already been presented to City Council and a resolution had been made.

The owner of this property made a request through the Office of Central Inspection for additional time to complete repairs. City Council member Lavonta Williams directed staff to place the matter on the January 8, 2008 agenda.

**Analysis:** Staff made an inspection of the property on December 18, 2007. No repairs have been made to the structure. The structure is open. The premise condition is fair, with several piles of tree limbs.

**Taxes:** As of December 18, 2007, the taxes are current and there are no special assessments.

**Legal Considerations:** The owner has been informed of the date and time of the hearing.

**Recommendations/Actions:** It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) any pending special assessments are paid within thirty (30) days; (2) the structure is maintained secure as of January 8, 2008 and is kept secured during renovation; and (3) the premise kept clean and free of debris as of January 8, 2008, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.



**January 8, 2008**  
**City Council Hearing**  
**Removal of Dangerous Structures Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
713 N. Minneapolis	I	3 yrs 9 mos	No	6/12/07	8/6/07 11/5/07	Yes No	90 Days 10/10	Open	Bulky waste, tree limbs, and service drop is hanging.	The taxes are current. The 2007 taxes are due by 12/20/07 in the amount of \$180.95	None



**DATE: December 17, 2007**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 713 North Minneapolis**

**LEGAL DESCRIPTION: The South 16 Feet of Lot 11 and All of Lot 13, and the North 6 feet of Lot 15, Minneapolis Ave., Oakland Addition to Wichita, Sedgwick County, Kansas**

**DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 31x54 feet in size. Vacant for at least 3 years, this structure has a cracking concrete slab; rotted and missing masonite siding; broken and missing transite siding; fire damaged soffits; sagging composition roof; and dilapidated front porch.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Superintendent of Central Inspection  
Enforcing Officer

---

Date



**DATE: December 17, 2007**

**BCSA GROUP # 10**

**ADDRESS: 713 North Minneapolis**

**ACTIVE FIELD FILE STARTED: April 10, 2004**

**NOTICE(S) ISSUED: From April 10, 2004 until May 7, 2007, several notice of improvements, violation notices and a pre-condemnation letter have been issued. This property was an environmental court case in late 2004. The property was sold in December 2004. The property has been maintained secure, but no repairs made.**

**PRE-CONDEMNATION LETTER: May 7, 2007**

**TAX INFORMATION: The taxes are current, the 2007 taxes are due by December 20, 2007 in the amount of \$180.95.**

**COST ASSESSMENTS/DATES: None**

**PREMISE CONDITIONS: Bulky waste, tree limbs, and the service drop is hanging.**

**CLEAN TEAM/COMMUNITY POLICING REPORT: None**

**HEALTH REPORT: None**

**POLICE REPORT: From October 9, 1991 through April 1, 2006 there have been seven reported police incidents at this location, including batteries, aggravated battery other, larceny from forgery, and counterfeiting.**

**FORMAL CONDEMNATION ACTION INITIATED: June 12, 2007**

**RECENT DEVELOPMENTS: Bundles of shingles have been placed on roof. The north side of the roof is open and exposed. It should be noted that staff was advised late November 2007 that the owner possibly had suffered a stroke.**

**OWNER'S PAST CONDEMNATION HISTORY: None**

**BOARD OF C.S.&A. RECOMMENDATION: At the August 6, 2007 BCSA hearing the owner of the property, Ms. Lewis, was present as a representative for the property, accompanied by her brother, Willis Moore.**

**The active file was initiated on this property on April 10, 2004. The property sold in December of 2004, and the property has been maintained secure since then; however, no repairs have been made. There are delinquent taxes for 2006 in the amount of \$402.86; at**



the last site inspection there was minor debris on the premises. A permit was obtained for roofing and siding, and the vinyl siding was in the process of being installed. The structure was secure.

Ms. Legge distributed updated photographs of work that had been done on the structure, along with a receipt showing the payment of the delinquent taxes.

Ms. Lewis informed the Board that she had purchased the property in 2006; although she knew that there had been fire damage, she had been unaware that there were housing violations on the property. At the time of purchase, the structure was occupied, and the tenant requested that she allow him to stay in the house until he could make other arrangements. Ms. Lewis said she agreed that the tenant could temporarily reside in the house. In June of 2006, she obtained a permit for roofing and siding.

Board Member Coonrod asked how long she expected it would take to complete the work on the exterior. Ms. Lewis responded that it would require approximately six months; she added that the siding was almost complete. Board Member Harder explained that although the roofing/siding permit was good for six months, the Board could not extend the time for completion of the repairs for six months. Board Member Hartwell asked what other repairs were still needed. Ms. Lewis replied that once the siding was finished, the roofing and the repair of the windows needed to be done. Board Member Harder asked if Ms. Lewis was doing the repairs or if she had hired a contractor. Ms. Lewis said that she was doing whatever work she could perform and then would hire a contractor for the rest of the work.

Board Member Coonrod asked if the work could be finished within sixty days. Mr. Willis Moore, Ms. Lewis' brother, interjected that it was his opinion that the completion of the work would take ninety days. He stated that the back area of the house would be used for storage. The front portion of the structure would be a living area.

Board Member Hartwell wanted to know what repairs would be addressed first. Mr. Moore said the roofing would be started as soon as the siding was finished. Mr. Moore told the Board that the rafters would have to be assessed for stability since there had been a fire in that area.

Board Member Coonrod made a motion to allow ninety days for the exterior to be brought into compliance, maintaining the site in a clean and secure condition in the meantime, and the taxes kept current. Board Member Willenberg seconded the motion. The Board approved the motion.

At the November 5, 2007 BCSA hearing there was no representative for this property in attendance.

When this property first appeared before the Board on August 6, 2007, the owner was present, accompanied by her brother. At that meeting, a motion was made and approved



**to allow an additional ninety days to make the exterior repairs, keeping the premises clean and secure in the interim; and keeping the taxes current. The owner told the Board that the roofing would be started as soon as the siding was completed.**

**The taxes are current; there is some miscellaneous debris on the premises; no repairs have been made. The structure is open.**

**Board Member Harder made a motion to refer the property to the City Council for demolition action, with ten days to begin wrecking the structure, and ten days to complete the wrecking. Board Member Coonrod seconded the motion. The motion was unanimously approved.**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structure  
Council District I

**INITIATED BY:** Office of Central Inspection

**AGENDA:** New Business

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**Recommendations:** Adopt the resolution.

**Background:** On November 27, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the property below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or as soon thereafter, on January 8, 2008.

**Analysis:** On November 5, 2007 the Board of Code Standards and Appeals (BCSA) held a hearing on one (1) property listed below:

**Property Address**

a. 713 North Minneapolis

**Council District**

I

Detailed information/analysis concerning this property are included in the attachments.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** Pursuant to State Statute, the Resolutions were duly published twice on November 29, 2007 and December 7, 2007. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of January 8, 2008; (2) the structure has been secured as of January 8, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of January 8, 2008, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

**Attachments:** Case Summary, Summary, and Follow-Up History.



(First Published in The Wichita Eagle on \_\_\_\_\_)

DELINEATED

12/12/2007

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING THE 2006 INTERNATIONAL FUEL GAS CODE AND CITY OF WICHITA AMENDMENTS THERETO, CREATING SECTIONS 22.05.010, 22.05.020, 22.05.030, 22.05.040 AND 22.05.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. Section 22.05.010 of the Code of the City of Wichita, is created to read as follows:

“The International Fuel Gas Code, as published by the International Codes Council, Inc., 2006 Edition, is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter.”

SECTION 2. Section 22.05.020 of the Code of the City of Wichita, is created to read as follows:

~~“Violation penalties.~~ **Corrections and re-inspections.** Section 108.4 of the International Fuel Gas Code is amended to read as follows:

~~**Violation penalties.** Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine or not more than \_\_\_\_\_ dollars or by imprisonment not exceeding \_\_\_\_\_ days, or both such fine and~~



~~imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

**Corrections and re-inspections.** Corrections shall be completed and work rescheduled for inspection within thirty (30) days from the date of the correction notice. Corrections not completed within the thirty (30) days will be issued a UCC (Uniform Criminal Complaint). Access shall be provided for re-inspection by the property owner.”

SECTION 3. Section 22.05.030 of the Code of the City of Wichita, Kansas, is created to read as follows:

Section 108.5 of the International Fuel Gas Code, as adopted by reference herein, shall be amended to read as follows:

**108.5 Stop work orders.** Upon notice from the code official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owners agent, or to the person doing the work, or shall be posted in writing at the site of the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than \_\_\_\_\_ dollars or more than \_\_\_\_\_ dollars the violation penalties set forth is Title 22.16 of the Code of the City of Wichita.”



SECTION 4. Section 22.05.040 of the Code of the City of Wichita is created to read as follows:

**“Section 109 deleted.** Section 109 of the International Fuel Gas Code is deleted.”

SECTION 5. Section 22.05.050 of the Code of the City of Wichita is created to read as follows:

**“Prohibited locations.** Section 303.3 of the International Fuel Gas Code is amended to read as follows:

Section 303.3 Prohibited locations. Appliances shall not be located in sleeping rooms, bathrooms, ~~toilet rooms~~, storage closets, or surgical rooms, or in a space that opens only into such rooms or spaces, except where installation complies with one of the following:

1. The appliance is a direct-vent appliance installed in accordance with the conditions of the listing and the manufacturer's instructions.
2. Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances for installation in vented solid fuel-burning fireplaces are installed in rooms that meet the required volume criteria of Section 304.5.
3. A single wall-mounted unvented room heater is installed in a bathroom and such unvented room heater is equipped as specified in section 621.6 and has an input rating of not greater than 6,000 Btu/h (1.76 k/w). The bathroom shall meet the required volume criteria of Section 304.5.
4. A single wall-mounted unvented room heater is installed in a bedroom and such unvented room heater is equipped as specified in Section 621.6



and has an input rating not greater than 10,000 Btu/h (2.93 kW). The bedroom shall meet the required volume criteria of Section 304.5.

5. The appliance is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an approved self-closing device. All combustion air shall be taken directly from the outdoors in accordance with Section 304.6.”

SECTION 6. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law



(First Published in The Wichita Eagle on \_\_\_\_\_)

12/26/2007

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING THE 2006 INTERNATIONAL MECHANICAL CODE AND CITY OF WICHITA AMENDMENTS THERETO, AMENDING SECTIONS 22.04.010, 22.04.022, 22.04.031, 22.04.034, AND 22.04.036.16, CREATING SECTIONS 22.04.022 AND 22.04.036.20 AND REPEALING THE ORIGINALS OF SECTIONS 22.04.010, 22.04.012, 22.04.022, 22.04.025, 22.04.030, 22.04.031, 22.04.034, 22.04.036.1, 22.04.036.3, 22.04.036.5, 22.04.036.7, 22.04.036.9, 22.04.036.11, 22.04.036.13, 22.04.036.14, 22.04.036.14a, 22.04.036.15, 22.04.036.16, 22.04.036.17, 22.04.036.19, 22.04.036.23, 22.04.036.24, 22.04.037, AND 22.04.037.4 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. Section 22.04.010 of the Code of the City of Wichita, is hereby amended to read as follows:

“The International Mechanical Code, as published by the International Codes Council, Inc. 2006 Edition, excluding Appendix B, is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter.”

SECTION 2. Section 22.04.022 of the Code of the City of Wichita, Kansas, shall read as follows:

“**Corrections and re-inspections.** Section 108.4 of the International Mechanical Code is amended to read as follows:

**Corrections and re-inspections.** Corrections shall be completed and work rescheduled for inspection within thirty (30) days from the date of the



correction notice. Corrections not completed within the thirty (30) days will be issued a UCC (Uniform Criminal Complaint). Access shall be provided for re-inspection by the property owner.”

SECTION 3. Section 22.04.031 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

**“Prohibited locations.** Section 303.3 of the International Mechanical Code is amended to read as follows:

**303.3 Prohibited locations.** Fuel-fired appliances shall not be located in, or obtain combustion air from, any of the following room or spaces:

1. Sleeping rooms
2. Bathrooms
3. Storage closets
4. Surgical rooms

**Exception:** This section shall not apply to the following appliances:

1. Direct-vent appliances that obtain all combustion air directly from the outdoors.
2. Solid fuel-fired appliances, provided that the room is not a confined space and the building is not of unusually tight construction.
3. Appliances installed in a dedicated enclosure in which all combustion air is taken directly from the outdoors, or other approved areas. Access to such enclosure shall be through a solid door, weather-stripped in accordance with the exterior door and leakage requirements of the International Energy Conservation Code”



SECTION 4. Section 22.04.034 of the Code of the City of Wichita, Kansas, shall read as follows:

**“Equipment and appliances on roofs or elevated structures.** Section 306.5 of the International Mechanical Code is amended to read as follows:

**306.5 Equipment and appliances on roofs or elevated structures.**

Where equipment and appliances requiring access are installed on roofs or elevated structures, at a height exceeding 16 feet (4877 mm), such access shall be provided by a permanent approved means of access the extent of which shall be from eight (8) feet above grade to the equipment and appliances' level service space. Such access shall not require climbing over obstructions greater than 30 inches (762 mm) high or walking on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope).

Permanent ladders installed to provide the required access shall comply with the following minimum design criteria:

1. The side railing shall extend above the parapet or roof edge not less than 30 inches (762 mm).
2. Ladders shall have a rung spacing not to exceed 14 inches (356 mm) on center.
3. Ladders shall have a toe spacing not less than 6 inches (152 mm) deep.
4. There shall be a minimum of 18 inches (457 mm) between rails.
5. Rungs shall have a minimum 0.75-inch (19 mm) diameter and be capable of withstanding 300-pound (136.1 kg) load.



6. Ladders over 30 feet (9144 mm) in height shall be provided with offset sections and landings capable of withstanding 100 pounds (488.2 kg/m2) per square foot.

7. Ladders shall be protected against corrosion by approved means. Catwalks installed to provide the required access shall be not less than 24 inches (610 mm) wide and shall have railings as required for service platforms.

Exception: This section does not apply to Group R-3 occupancies.”

SECTION 5. Section 22.04.036.16 of the Code of the City of Wichita, Kansas, shall read as follows:

**Maximum length.** Section 504.6.1 of the International Mechanical Code shall be amended to read as follows:

**504.6.1 Maximum length.** The maximum length of a clothes dryer exhaust duct shall not exceed 25 feet (7620 mm) total developed length for rigid metal duct, and twenty (20) (6096 mm) feet for metal flex duct, including four (4) 90-degree bends. The maximum developed length of the duct shall be reduced 2.5 feet (762 mm) for each 45 degree (0.79 rad) bend and 5 feet (1524 mm) for each 90 degree (1.6 rad) bend beyond the four (4) 90 degree bends. The maximum length of the exhaust duct does not include the transition duct or the initial 90 degree inlet connection.

SECTION 6. Section 22.04.036.20 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**Operation.** Section 507.2.1.1 of the International Mechanical Code shall be amended to read as follows:



**507.2.1.1 Operation.** Type I hood systems shall be designed and installed to automatically activate the exhaust fan whenever cooking operations occur. The activation of the exhaust fan shall occur through an interlock system specified by a registered design professional and submitted for plan review with the complete construction document package.”

SECTION 7. The originals of Sections 22.04.010, 22.04.012, 22.04.022, 22.04.025, 22.04.030, 22.04.031, 22.04.034, 22.04.036.1, 22.04.036.3, 22.04.036.5, 22.04.036.7, 22.04.036.9, 22.04.036.11, 22.04.036.13, 22.04.036.14, 22.04.036.14a, 22.04.036.15, 22.04.036.16, 22.04.036.17, 22.04.036.19, 22.04.036.23, 22.04.036.24, 22.04.037, and 22.04.037.4 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 9. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law



(First Published in The Wichita Eagle on \_\_\_\_\_)

DELINEATED

12/26/2007

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING THE 2006 INTERNATIONAL MECHANICAL CODE AND CITY OF WICHITA AMENDMENTS THERETO, AMENDING SECTIONS 22.04.010, 22.04.022, 22.04.031, 22.04.034, AND 22.04.036.16, CREATING SECTIONS 22.04.022 AND 22.04.036.20 AND REPEALING THE ORIGINALS OF SECTIONS 22.04.010, 22.04.012, 22.04.022, 22.04.025, 22.04.030, 22.04.031, 22.04.034, 22.04.036.1, 22.04.036.3, 22.04.036.5, 22.04.036.7, 22.04.036.9, 22.04.036.11, 22.04.036.13, 22.04.036.14, 22.04.036.14a, 22.04.036.15, 22.04.036.16, 22.04.036.17, 22.04.036.19, 22.04.036.23, 22.04.036.24, 22.04.037, AND 22.04.037.4 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. Section 22.04.010 of the Code of the City of Wichita, is hereby amended to read as follows:

“The International Mechanical Code, as published by the International Codes Council, Inc. 2000 2006 Edition, ~~including Appendix A~~ excluding Appendix B, is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter.”

SECTION 2. Section 22.04.022 of the Code of the City of Wichita, Kansas, shall read as follows:

~~“Violation penalties.~~ Corrections and re-inspections. Section 108.4 of the International Mechanical Code is amended to read as follows:

~~Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect,~~



~~install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine or not more than \_\_\_\_\_ dollars or by imprisonment not exceeding \_\_\_\_\_ days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

**Corrections and re-inspections.** Corrections shall be completed and work rescheduled for inspection within thirty (30) days from the date of the correction notice. Corrections not completed within the thirty (30) days will be issued a UCC (Uniform Criminal Complaint). Access shall be provided for re-inspection by the property owner.”

SECTION 3. Section 22.04.031 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

**“Prohibited locations.** Section 303.3 of the International Mechanical Code is amended to read as follows:

**303.3 Prohibited locations.** Fuel-fired appliances shall not be located in, or obtain combustion air from, any of the following room or spaces:

1. Sleeping rooms
2. Bathrooms
3. ~~Toilet rooms~~
4. Storage closets
5. Surgical rooms



**Exception:** This section shall not apply to the following appliances:

1. Direct-vent appliances that obtain all combustion air directly from the outdoors.
2. Solid fuel-fired appliances, provided that the room is not a confined space and the building is not of unusually tight construction.
3. Appliances installed in a dedicated enclosure in which all combustion air is taken directly from the outdoors, ~~in accordance with Section 703~~ or other approved areas. Access to such enclosure shall be through a solid door, weather-stripped in accordance with the exterior door and leakage requirements of the International Energy Conservation Code ~~and equipped with an approved self closing device.~~

SECTION 4. Section 22.04.034 of the Code of the City of Wichita, Kansas, shall read as follows:

**“Equipment and appliances on roofs or elevated structures.** Section 306.5 of the International Mechanical Code is amended to read as follows:

**306.5 Equipment and appliances on roofs or elevated structures.**

Where equipment and appliances requiring access are installed on roofs or elevated structures, at a height exceeding 16 feet (4877 mm), such access shall be provided by a permanent approved means of access the extent of which shall be from ~~grade or floor level~~ eight (8) feet above grade to the equipment and appliances' level service space. Such access shall not require climbing over obstructions greater than 30 inches (762 mm) high or walking on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope).



Permanent ladders installed to provide the required access shall comply with the following minimum design criteria:

1. The side railing shall extend above the parapet or roof edge not less than 30 inches (762 mm).
  2. Ladders shall have a rung spacing not to exceed 14 inches (356 mm) on center.
  3. Ladders shall have a toe spacing not less than 6 inches (152 mm) deep.
  4. There shall be a minimum of 18 inches (457 mm) between rails.
  5. Rungs shall have a minimum 0.75-inch (19 mm) diameter and be capable of withstanding 300-pound (136.1 kg) load.
  6. Ladders over 30 feet (9144 mm) in height shall be provided with offset sections and landings capable of withstanding 100 pounds (488.2 kg/m<sup>2</sup>) per square foot.
  7. Ladders shall be protected against corrosion by approved means.
- Catwalks installed to provide the required access shall be not less than 24 inches (610 mm) wide and shall have railings as required for service platforms.

Exception: This section does not apply to Group R-3 occupancies.”

SECTION 5. Section 22.04.036.16 of the Code of the City of Wichita, Kansas, shall read as follows:

**Maximum length.** Section 504.6.1 of the International Mechanical Code shall be amended to read as follows:



**504.6.1 Maximum length.** The maximum length of a clothes dryer exhaust duct shall not exceed 25 feet (7620 mm) ~~from the dryer location to the outlet terminal~~ total developed length for rigid metal duct, and twenty (20) (6096 mm) feet for metal flex duct, including four (4) 90-degree bends The maximum developed length of the duct shall be reduced 2.5 feet (762 mm) for each 45 degree (0.79 rad) bend and 5 feet (1524 mm) for each 90 degree (1.6 rad) bend beyond the four (4) 90 degree bends. The maximum length of the exhaust duct does not include the transition duct or the initial 90 degree inlet connection.

~~Exception: Where the make and model of the clothes dryer to be installed is known and the manufacturer's instructions for such dryer are provided to the code official, the maximum length of the exhaust duct, including any transition duct, shall be permitted to be in accordance with the dryer manufacturer's installation instructions.~~

SECTION 6. Section 22.04.036.20 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**Operation.** Section 507.2.1.1 of the International Mechanical Code shall be amended to read as follows:

**507.2.1.1 Operation.** Type I hood systems shall be designed and installed to automatically activate the exhaust fan whenever cooking operations occur. The activation of the exhaust fan shall occur through an interlock ~~with the cooking appliances, by means of heat sensors or by means of other approved methods~~ system specified by a registered design professional and submitted for plan review with the complete construction document package.”



SECTION 7. The originals of Sections 22.04.010, 22.04.012, 22.04.022, 22.04.025, 22.04.030, 22.04.031, 22.04.034, 22.04.036.1, 22.04.036.3, 22.04.036.5, 22.04.036.7, 22.04.036.9, 22.04.036.11, 22.04.036.13, 22.04.036.14, 22.04.036.14a, 22.04.036.15, 22.04.036.16, 22.04.036.17, 22.04.036.19, 22.04.036.23, 22.04.036.24, 22.04.037, and 22.04.037.4 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 9. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law



Section 22.04.220 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

**Same--Fees for examination, certificates, etc.; duration of certificates; procedure upon failure to renew certificates.** The fee for each examination and original certificate of a master or journeyman shall be established by the superintendent of the office of central inspection to cover the administrative costs of issuing such certificates. All such certificates shall expire on the thirty-first of December of each odd-number year. Any holder of a certificate who fails to renew the same by March 1st from the date of expiration may be required to take a new examination before receiving a new certificate. All such certificates shall be renewed bi-annually upon payment established by the superintendent of the office of central inspection to cover the administrative costs of issuing such certificates. ~~All certificates shall expire on the thirty-first day of December of each year and no reduction shall be made for part of the year being elapsed.~~ Certificates which have not been renewed by March 1st after their expiration shall be subject to re-examination and/or board appearance prior to re-issuance of a certificate.

All applicants for renewal must provide written proof of having completed biannually not less than twelve (12) hours of continuing education approved by the Superintendent of Central Inspection or his or her designee. Continuing education may be provided by the Office of Central Inspection or a nationally recognized trade association, community college, technical school or technical



college. All twelve (12) hours of education may consist of code up-date training on the Uniform or International Mechanical Codes.

It is the total responsibility of the certificate holder to assure that his/her certificate has been renewed and is valid.



(First Published in The Wichita Eagle on \_\_\_\_\_)

12/26/2007

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING THE 2006 INTERNATIONAL FUEL GAS CODE AND CITY OF WICHITA AMENDMENTS THERETO, CREATING SECTIONS 22.05.010, 22.05.020, 22.05.030, 22.05.040 AND 22.05.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. Section 22.05.010 of the Code of the City of Wichita, is created to read as follows:

“The International Fuel Gas Code, as published by the International Codes Council, Inc., 2006 Edition, is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter.”

SECTION 2. Section 22.05.020 of the Code of the City of Wichita, is created to read as follows:

**“Corrections and re-inspections.** Section 108.4 of the International Fuel Gas Code is amended to read as follows:

**Corrections and re-inspections.** Corrections shall be completed and work rescheduled for inspection within thirty (30) days from the date of the correction notice. Corrections not completed within the thirty (30) days will be issued a UCC (Uniform Criminal Complaint). Access shall be provided for re-inspection by the property owner.”



SECTION 3. Section 22.05.030 of the Code of the City of Wichita, Kansas, is created to read as follows:

Section 108.5 of the International Fuel Gas Code, as adopted by reference herein, shall be amended to read as follows:

**108.5 Stop work orders.** Upon notice from the code official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owners agent, or to the person doing the work, or shall be posted in writing at the site of the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for the violation penalties set forth in Title 22.16 of the Code of the City of Wichita.”

SECTION 4. Section 22.05.040 of the Code of the City of Wichita is created to read as follows:

**“Section 109 deleted.** Section 109 of the International Fuel Gas Code is deleted.”

SECTION 5. Section 22.05.050 of the Code of the City of Wichita is created to read as follows:

**“Prohibited locations.** Section 303.3 of the International Fuel Gas Code is amended to read as follows:



Section 303.3 Prohibited locations. Appliances shall not be located in sleeping rooms, bathrooms, storage closets, or surgical rooms, or in a space that opens only into such rooms or spaces, except where installation complies with one of the following:

1. The appliance is a direct-vent appliance installed in accordance with the conditions of the listing and the manufacturer's instructions.

2. Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances for installation in vented solid fuel-burning fireplaces are installed in rooms that meet the required volume criteria of Section 304.5.

3. A single wall-mounted unvented room heater is installed in a bathroom and such unvented room heater is equipped as specified in section 621.6 and has an input rating of not greater than 6,000 Btu/h (1.76 kW). The bathroom shall meet the required volume criteria of Section 304.5.

4. A single wall-mounted unvented room heater is installed in a bedroom and such unvented room heater is equipped as specified in Section 621.6 and has an input rating not greater than 10,000 Btu/h (2.93 kW). The bedroom shall meet the required volume criteria of Section 304.5.

5. The appliance is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an approved self-closing device. All combustion air shall be taken directly from the outdoors in accordance with Section 304.6.”



SECTION 6. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Ordinance Changes to the City of Wichita Mechanical Code (Title 22), adopting the 2006 International Mechanical Code and the 2006 International Fuel Gas Code, with local amendments

**INITIATED BY:** Office of Central Inspection

**AGENDA:** New Business

**Recommendations:** The Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boilers (Mechanical Board), and the Office of Central Inspection recommend that the attached amendments to the City of Wichita's Air Conditioning, Refrigeration and Warm Air Heating Code (Mechanical Code) - Title 22 of the Code of the City of Wichita - be approved.

**Background:** The City of Wichita's Mechanical Code currently adopts and amends the 2000 edition of the International Mechanical Code (IMC), developed and published by the International Code Council (ICC). The IMC is updated and re-published on a three-year cycle. Wichita's Mechanical Code (Title 22) has generally been updated every three to six years to ensure that Wichita is using the most current national mechanical code standards, as well as current, *tested and certified* installation practices, materials and products. The 2006 IMC, which also references the 2006 International Fuel Gas Code (IFGC), complements the City's local Building Codes as recently adopted in Title 18 of the Code of the City of Wichita.

Over the past year, the 2006 IMC and IFGC have been reviewed in conjunction with the 2000 editions, current Title 22 Mechanical Code amendments, and other related construction codes (e.g., building and plumbing codes). The review process has included OCI staff; other area code officials; committees with representation from the local heating, refrigeration and air-conditioning industry; area contractors; the design community and the City's Mechanical Board.

During 2007, the City's Mechanical Board reviewed and discussed potential code amendments at many regularly-scheduled monthly meetings. In December 2007, the Mechanical Board voted unanimously to recommend that the City Council adopt the 2006 IMC and IFGC, with local amendments (as presented to the board on December 20, 2007).

**Analysis:**

Many of the City's current amendments to the 2000 International Mechanical Code (Title 22) are being eliminated. A significant number of previous local amendments are now included in the body of the 2006 IMC and IFGC documents, or into the mechanical provisions of the 2006 International Residential Code (adopted by the City Council in August 2007 in Title 18). However, there are still a number of local amendments to the Mechanical Code being proposed, the most significant of which include:

- ◆ **Section 22. 04. 010:** This amendment changes from the 2000 edition of the IMC to the 2006 edition of the IMC.
- ◆ **Section 22.04.022:** This amendment changes IMC violation and penalty language to mirror Wichita's legal practices and procedures.



- “ **Section 306. 5:** This amendment increases from fourteen feet to sixteen feet the maximum parapet or roof height that requires a permanent rooftop equipment access ladder, and adds a provision to allow such required access ladders to begin eight feet above grade level (on the building exterior).
- “ **Section 504.6.1:** This amendment adds clarifying language in regard to clothes dryer exhaust duct installations.
- “ **Section 507.2.1.1:** This amendment modifies language regarding installation of Type I hood systems (for commercial applications).
- “ **Section 22.05.010:** This amendment creates a new chapter in the Mechanical Code (Title 22) that adopts the 2006 International Fuel Gas Code (with minor local amendments).

**Financial Considerations:** There are no costs to the City associated with the adoption of the amended ordinance. Mechanical permit, contractor license and trade certificate fees are not changed.

**Goal Impact:** On January 24, 2006, the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. The proposed Mechanical Code ordinance amendments support the “Provide a Safe and Secure Community” goal by ensuring Wichita’s use of the most up-to-date and tested/certified construction safety standards, installation methods and products for new, expanded, remodeled and/or repaired buildings in Wichita.

**Legal Considerations:** The recommended ordinance revisions have been approved as to legal form by the City Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve first reading of the ordinances amending Title 22.04 and creating Title 22.05 of the Code of the City of Wichita, both pertaining to the Air Conditioning, Refrigeration and Warm Air Heating Code (Mechanical Code) of the City of Wichita.



(Published in *The Wichita Eagle* on January \_\_\_\_, 2008)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS, SERIES I, 2008 (AMERICAN BAPTIST ESTATES, INC.), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,155,000 FOR THE PURPOSE OF PROVIDING FUNDS TO ACQUIRE, CONSTRUCT AND EQUIP A HEALTH CARE FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “Issuer”) is authorized by K.S.A. 12-1740, *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into lease and lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Health Care Facilities Revenue Bonds designated “City of Wichita, Kansas, Health Care Facilities Revenue Bonds, Series I, 2008 (American Baptist Estates, Inc.)” in the aggregate principal amount not to exceed \$3,155,000 (the “2008 Bonds”) for the purpose of providing funds to acquire, construct and equip a health care facility and related improvements (the “Project”) as more fully described in the Indenture (hereinafter defined) and in the Lease (hereinafter defined) hereinafter authorized for lease by the Issuer to American Baptist Estates, Inc., a Kansas not-for-profit corporation (the “Tenant”); and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2008 Bonds to execute and deliver (i) a Trust Indenture dated as of January 1, 2008 (the “Indenture”), with UMB Bank, N.A., Wichita, Kansas, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2008 Bonds; (ii) a Lease Agreement dated as of January 1, 2008 (the “Lease”), between the Tenant and the Issuer in consideration for payments of Basic Rent and Additional Rent provided for therein; (iii) Bond Purchase Agreement by and between the Issuer, the Tenant and Riedl First Securities Company of Kansas, Wichita, Kansas (the “Purchaser”) providing for the sale of the 2008 Bonds by the Issuer to the Purchaser; (iv) an Administrative Service Fee Agreement dated as of January 1, 2008, between the Issuer and the Tenant; and (v) a Tax Compliance Agreement dated as of January 1, 2008 (the “Tax Compliance Agreement”), by and among the Issuer, the Tenant and the Trustee relating to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, with respect to the 2008 Bonds (collectively, the “Bond Documents”); and



WHEREAS, the 2008 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any 2008 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer, but shall be payable solely to the extent possible from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, from payments made pursuant to a certain Guaranty Agreement dated as of January 1, 2008 (the "Guaranty") by and between American Baptist Estates, Inc., as Guarantor, and the Trustee, and, under certain circumstances, from the proceeds of the 2008 Bonds and insurance and condemnation awards; and

WHEREAS, pursuant to the Indenture, the 2008 Bonds shall be equally and ratably secured and on a parity with any Additional Bonds (as defined therein).

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. **Authorization of the Project.** The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be acquired, constructed and equipped, all in the manner as more particularly described in the Indenture and in the Lease hereinafter authorized.

Section 2. **Authorization and Security for the 2008 Bonds.** There are hereby authorized and directed to be issued revenue bonds of the Issuer, to be designated "City of Wichita, Kansas, Health Care Facilities Revenue Bonds, Series I, 2008 (American Baptist Estates, Inc.)" (the "2008 Bonds") for the purpose of providing funds to acquire, construct and equip the Project, including paying certain costs of issuance and funding capitalized interest, if required. The 2008 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2008 Bonds shall be special limited obligations of the Issuer payable solely to the extent possible from certain of the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The 2008 Bonds shall not be general obligations of or constitute a pledge of the full faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The 2008 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 3. **Execution of 2008 Bonds and Bond Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the 2008 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his



execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2008 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

Section 4. **Lease of the Project.** The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 5. **Approval of the Guaranty Agreement.** The form of Guaranty Agreement dated as of January 1, 2008, pursuant to which the Tenant, as Guarantor, guarantees to the Trustee, for the benefit of the owners of the 2008 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the 2008 Bonds, is hereby approved.

Section 6. **Pledge of the Project.** The Issuer hereby pledges the Project, and the net revenues therefrom, to the payment of the 2008 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the 2008 Bonds and any Additional Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 7. **Further Authority.** The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the 2008 Bonds and the Bond Documents all as necessary to carry out and give effect to the transactions contemplated hereby and thereby.

Section 8. **Effective Date.** This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the Issuer and publication once in the official newspaper of the Issuer.

*[Remainder of this page intentionally left blank]*



PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas, this  
January 15, 2008.

CITY OF WICHITA, KANSAS

(Seal)

By: \_\_\_\_\_  
Carl Brewer, Mayor

Attest:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf  
City Attorney



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Industrial Revenue Bonds (American Baptist Estates)  
(District IV)

**INITIATED BY:** City Manager's Office

**AGENDA:** New Business

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**Recommendation:** Close the Public Hearing and place the Ordinance on first reading.

**Background:** On February 8, 2005, the City Council approved the issuance of Industrial Revenue Bonds for American Baptist Estates in the amount of \$1,225,000. The proceeds of the bond issue were used to add five duplex buildings to the Prairie Homestead retirement community, located at 1605 May Street in southwest Wichita. On November 6, 2007, the City Council approved the issuance of a letter of intent for a new IRB issue, in the amount not to exceed \$3,155,000, to finance another expansion. American Baptist Estates is requesting the issuance of the IRBs at this time.

**Analysis:** American Baptist Estates, doing business as Prairie Homestead, is a Kansas not-for-profit corporation formed in 1963 to provide a continuing care retirement community for older adults. The original campus of Prairie Homestead was developed in 1966. Prairie Homestead provides housing accommodations and care for older adults especially designed to meet their physical, social and spiritual needs. The project offers 168 apartments and accommodates single or double occupancy. The units range from 279 to 1,072 square feet. Prairie Homestead provides health care services that include nursing services through scheduled clinics, 24 hour nursing care, and a multitude of therapies. Prairie Homestead also provides dining services, weekly basic housekeeping, security and safety features, numerous in-house social activities, and scheduled transportation.

The Bonds are being issued to finance the construction and equipping of an addition which will provide thirty (30) assisted living apartments. A preliminary analysis of sources and uses of project funds is:

**Sources of Funds:**

Bond Proceeds	\$ 2,865,000
Available funds of the Company	<u>45,000</u>
Total Sources of Funds	\$ 2,910,000

**Uses of Funds:**

Project Costs	\$ 2,560,000
Costs of Issuance	102,300
Contingencies and Miscellaneous	125,000
Construction Fee	119,050
Bond Issue Round Off	<u>3,650</u>
Total Uses of Funds	\$ 2,910,000



The firm of Kutak Rock, L.L.C., serves as bond counsel in the transaction. Riedl First Securities Company of Kansas has agreed to underwrite the bonds and reoffer them for sale to the public. American Baptist Estates has complied with the City's requirements contained in the Letter of Intent.

**Financial Considerations:** American Baptist Estates agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. American Baptist does not request a property tax abatement in conjunction with the IRBs. Sales tax exemption on purchase of bond-financed property will save American Baptist an estimated \$80,640, including \$12,800 in county sales tax.

**Goal Impact:** Economic Vitality and Affordable Living. The Economic Vitality of the community is being enhanced with the continuum of healthcare in Wichita.

**Legal Considerations:** Bond documents needed for the issuance of the bonds have been prepared by bond counsel. The City's Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not to exceed \$3,155,000, and authorize the necessary signatures.

**Attachment(s):** Bond Ordinance



**PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING A FIRST AMENDMENT TO THE PROJECT PLAN  
FOR THE DOUGLAS AND HILLSIDE REDEVELOPMENT DISTRICT**

**WHEREAS**, by Ordinance No. 47-098 adopted August 15, 2006, the City of Wichita established a redevelopment district pursuant to K.S.A. 12-1770 et. seq., as amended, known as the Douglas and Hillside Redevelopment District; and

**WHEREAS**, by Ordinance No. 47-342 adopted February 13, 2007, the City of Wichita has adopted a Project Plan for the Douglas and Hillside Redevelopment District, and has transmitted documentation for said adoption in accordance with K.S.A. 12-1776; and

**WHEREAS**, the Project Plan specifies that the aggregate amount total project costs eligible for Tax Increment Financing pursuant to State Statute is Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000.00) (the “Eligible Project Costs”); and

**WHEREAS**, the City and Developer have identified the opportunity to acquire and rehabilitate additional property located within the established boundaries of the Douglas and Hillside Redevelopment District; and

**WHEREAS**, the City and Developer desire to amend the Project Plan to increase the amount of Eligible Project Costs to include the cost to acquire and improve the additional property and to make other conforming changes to the Project Plan; and

**WHEREAS**, the Governing Body of the City of Wichita, Kansas, by Resolution number R-07-741 adopted December 18, 2007, set a public hearing to consider the adoption of the Douglas and Hillside Project Plan amendment on the 8<sup>th</sup> day of January, 2008, at 9:00 a.m. or thereafter, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas; and

**WHEREAS**, the Governing Body is authorized following the public hearing to adopt the First Amendment to the Project Plan by Ordinance passed upon a two-thirds vote.

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE  
CITY OF WICHITA, KANSAS:**

1. The First Amendment to the Douglas and Hillside Project Plan is attached hereto as Attachment A, and is incorporated by reference as though fully set forth herein. Said amendment is hereby adopted as the First Amendment to the Project Plan for the Douglas and Hillside Redevelopment District.

2. This Ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City paper.



**ADOPTED AND PASSED BY THE GOVERNING BODY**, not less than two-thirds  
(2/3) of the members elect voting in favor thereof \_\_\_\_\_.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney







## EXHIBIT B

### First Amendment to the Douglas and Hillside Redevelopment District Project Plan

#### College Hill Urban Village Project (Parkstone)

<u>Budget Item</u>	<u>Not-to-exceed Cost</u>
Property Acquisition	\$3,870,000
Demolition	\$120,000
Landscaping	\$120,000
Public Improvements:	
Streets and Utilities	\$150,000
Park Area	\$350,000
Entry Plazas & Features	\$250,000
Public Art	\$120,000
Street Lighting	\$300,000
Public Parking Lots	<u>\$350,000</u>
Total Public Improvements	\$1,520,000
Total Related Public Improvements	
Financed by Tax Increment Financing	<u><b>\$5,630,000</b></u>



# EXHIBIT C

EXHIBIT III

## Projected Tax Increment Report

City of Wichita, Kansas  
Douglas and Hillside Redevelopment District  
College Hill Urban Village Project

Levy & Appraised Year (1)	Year Taxes Distributed (2)	Total Assessed Value (3)	Original Assessed Value (4)	Captured Assessed Value (5)	Mill Rate (6)	Tax Increment Collected (a) (7)	Less: City Admin. Fee (9)	Net Tax Increment (10)
2008	2009	1,909,911	672,061	1,237,850	94.564	117,056	0	117,056
2009	2010	7,912,538	672,061	7,240,477	94.564	684,688	0	684,688
2010	2011	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2011	2012	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2012	2013	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2013	2014	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2014	2015	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2015	2016	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2016	2017	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2017	2018	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2018	2019	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2019	2020	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2020	2021	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2021	2022	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2022	2023	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2023	2024	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681
2024	2025	9,223,735	672,061	8,551,674	94.564	808,681	0	808,681



Projected Bond Cash Flow Report
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City of Wichita, Kansas  
Douglas and Hillside Redevelopment District  
College Hill Urban Village Project

Annual Period Ending (1)	Principal (2)	G.O. Taxable Rate (3)	Interest (4)	P&I (5)	Net Tax Increment (7)	Annual Balance (8)	Cumulative Balance (9)
9/1/2009					117,056	117,056	117,056
9/1/2010	165,000	6.50%	-	165,000	684,688	519,688	636,745
9/1/2011	280,000	6.50%	-	280,000	808,681	528,681	1,165,425
9/1/2012	300,000	6.50%	-	300,000	808,681	508,681	1,674,106
9/1/2013	320,000	6.50%	-	320,000	808,681	488,681	2,162,786
9/1/2014	340,000	6.50%	-	340,000	808,681	468,681	2,631,467
9/1/2015	360,000	6.50%	-	360,000	808,681	448,681	3,080,147
9/1/2016	385,000	6.50%	-	385,000	808,681	423,681	3,503,828
9/1/2017	410,000	6.50%	-	410,000	808,681	398,681	3,902,508
9/1/2018	435,000	6.50%	-	435,000	808,681	373,681	4,276,189
9/1/2019	465,000	6.50%	-	465,000	808,681	343,681	4,619,869
9/1/2020	495,000	6.50%	-	495,000	808,681	313,681	4,933,550
9/1/2021	525,000	6.50%	-	525,000	808,681	283,681	5,217,230
9/1/2022	560,000	6.50%	-	560,000	808,681	248,681	5,465,911
9/1/2023	595,000	6.50%	-	595,000	808,681	213,681	5,679,591
9/1/2024	635,000	6.50%	-	635,000	808,681	173,681	5,853,272
	<u>6,270,000</u>		-	<u>6,270,000</u>	<u>12,006,215</u>	<u>5,736,215</u>	



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF FULL FAITH AND CREDIT TAX INCREMENT BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF ACQUIRING REAL PROPERTY, DEMOLITION OF EXISTING STRUCTURES, AND DESIGN AND CONSTRUCTION OF STREET IMPROVEMENTS, PUBLIC ART, UTILITY RELOCATION, LANDSCAPING AND DECORATIVE LIGHTING IN THE PUBLIC RIGHT-OF-WAY, PUBLIC PARKING FACILITIES AND PARK IMPROVEMENTS IN THE DOUGLAS AND HILLSIDE REDEVELOPMENT PROJECT AREA.**

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City and its environs, to provide for commercial redevelopment of declining areas, avoid economic stagnation and maintain attractive neighborhoods; and

WHEREAS, the proposed Project Plan for the College Hill Urban Village Project (the "Redevelopment Project"), located within the Douglas and Hillside Redevelopment District, has been found by the Wichita Sedgwick County Metropolitan Area Planning Commission to be consistent with the comprehensive general plan for the development of the community, and is under consideration concurrently herewith; and

WHEREAS, the Governing Body of the City has found and determined that it is necessary and desirable, and in the interest and for the general economic welfare of the City and its inhabitants, that the City acquire land to contribute to the Redevelopment Project, demolish the existing structures thereon, and make certain public improvements in the area of the Redevelopment Project; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770, *et seq.*, the Governing Body of the City hereby finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that full faith and credit tax increment bonds of the City, in an amount not to exceed \$6,270,000, exclusive of the costs of interest on borrowed money, be authorized and issued for the purpose of paying all or a portion of the costs of the land acquisition, demolition and public improvements referred to in the preceding clause,

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**



**SECTION 1.** That it is necessary to acquire real property located within the project area of the Douglas & Hillside Redevelopment District, to demolish existing structures located thereon, and to design and construct street improvements, a round-about intersection with public art, utility relocation, landscaping and decorative lighting in the public right-of-way, public parking facilities and park improvements located within the project area of the Douglas & Hillside Redevelopment District.

**SECTION 2.** The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, full faith and credit tax increment bonds (the “Bonds”) under the authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770 *et seq.*, to pay all or a portion of the costs of acquiring the property located within the College Hill Urban Village Project Area, demolishing the existing structures located thereon, and designing and constructing street improvements on Rutan Avenue and Victor Avenue, a round-about with public art at the intersection of Rutan Avenue and Victor Avenue, utility relocations, landscaping and decorative lighting in the public right-of-way, public parking facilities and park improvements located within the project area of the Douglas & Hillside Redevelopment District. The costs of such acquisition, demolition and improvements, or a portion of such costs, shall be paid by the issuance of full faith and credit tax increment bonds as aforesaid in an amount not to exceed \$6,270,000, exclusive of the costs of interest on borrowed money.

**SECTION 3.** It is hereby further authorized, ordered and directed that in order to temporarily finance the aforesaid costs prior to the issuance of the Bonds as hereinbefore provided, there may be issued temporary improvement notes (the “Notes”), the aggregate amount of which shall not exceed the sum of \$6,270,000, exclusive of the cost of interest on borrowed money, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefor as funds are needed and required for the orderly completion of the aforesaid land acquisition, demolition work and improvements. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123 and K.S.A. 12-1774, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefor by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

**SECTION 4.** Ordinance No. 47-356, adopted February 6, 2007, is hereby repealed.

**SECTION 5.** This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.



**PASSED AND APPROVED BY** the Governing Body of the City of Wichita, Kansas,  
this February 6, 2007.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary E. Rebenstorf  
Director of Law



**FIRST AMENDMENT  
DOUGLAS AND HILLSIDE REDEVELOPMENT DISTRICT  
PROJECT PLAN  
January 8, 2007**

THIS First Amendment to the Douglas and Hillside Redevelopment District Project Plan is dated January 8, 2008 with respect to the following facts and objectives:

A. The City of Wichita, Kansas adopted a Project Plan (the "Project Plan") with respect to redevelopment by College Hill Urban Village, LLC (the "Developer") of certain real property located adjacent to the intersection of Rutan Avenue and Victor Place in Wichita, Kansas (the "Project Area").

B. The Project Plan specifies that the total expenditures eligible for Tax Increment Financing pursuant to State Statute is Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000.00) (the "Eligible Project Costs").

C. The City and Developer have identified the opportunity to acquire and rehabilitate additional property located within the established boundaries of the Douglas and Hillside Redevelopment District.

D. The Developer desires to amend the Project Plan to add the additional property to the Project Area, to increase the amount of Eligible Project Costs to include the cost to acquire and improve the additional property and to make other conforming changes to the Project Plan.

NOW, THEREFORE, the Project Plan is hereby amended as follows:

Section 1. The Project Area for the Douglas and Hillside Redevelopment District is hereby amended to include the following property, as additionally depicted in Exhibit A:

Lots 1, 2, 3, 4 on 1st Street, lots 7, 8, 9, 10, 11, 12, 13, 14, 15 on Victor Place and lot 20 on Douglas Avenue in the I.R.R. Subdivision; and lots 2, 4, 6, 8, 10, 12 on Rutan Avenue in Roembach's Addition, and beginning at the northeast corner of Lot 1 on Rutan Avenue in College Hill Addition, then east 151.25 feet, then south 150 feet then west 151.25 feet, then north 150 feet to the point of beginning; and beginning at the southwest corner of College Park on Douglas Avenue, then east 137 feet; then north 130 feet, then east 13 feet, then north 106.75 feet, then west 150 feet, then south 236.75 feet to the point of beginning; in Wichita, Sedgwick County, Kansas.

Section 2. The amount of Eligible Project Costs is hereby increased from Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000.00) to Six Million Two Hundred Seventy Thousand Dollars (\$6,270,000.00). The list of Eligible Project Costs is attached hereto as Exhibit B.

Section 3. The Comprehensive Financial Feasibility Study for the College Hill urban Village Project is hereby amended by replacing Exhibits III and IV with those attached hereto as Exhibit C.



Section 4. All other terms and provisions of the Project Plan shall remain unchanged and in full force and effect.

CITY OF WICHITA, KANSAS

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Amendment of Redevelopment Plan - Douglas and Hillside Redevelopment District (District II)

**INITIATED BY:** City Manager's Office

**AGENDA:** New Business

**Recommendations:** Close the public hearing, approve the amended project plan and approve first reading of the ordinances.

**Background:** On August 15, 2006 the City Council adopted an ordinance establishing a redevelopment district in the area of Douglas Avenue and Hillside, for the purpose of providing tax increment financing ("TIF") to pay a portion of the costs of constructing a commercial redevelopment project in that area. On February 13, 2007 the City Council approved of the TIF Project Plan. Since that time, College Hill Urban Village, LLC ("Developer") has made changes to the scope of the redevelopment project and has requested an amendment to the TIF Project Plan and Development Agreement in order to proceed with the project. A resolution adopted by the City Council on December 18, 2007 set January 8, 2008 as the date for a public hearing to consider the proposed amendments.

**Analysis:** The TIF Project Plan approved by the City Council provides for acquisition of a six-acre site, demolition of remaining structures in the Project Area and development of a 14-story high-rise tower, with 87 residential condominium units and underground parking, over 50 brownstone-type row houses with built-in 2-car garages, a four-story building of residential flats and retail buildings with loft apartments above, with adjacent parking lots. The Project Plan also included an aesthetic feature, a roundabout at the intersection of Rutan and Victor Place. Since the adoption of the TIF Project Plan, the roundabout has had to be removed due to Fire Department access concerns and has been replaced with decorative entry features at the same cost.

The Developer would like to acquire three additional properties within the redevelopment district, but outside of the current Project Area, using TIF funds. The TIF Project Area has been increased to include the properties to be purchased. The Developer has made changes to the project description based on the additional property and other changes needed. The amendments to the Project Plan will increase the residential condominium units from 87 to 94; the Brownstones will increase from over 50 to 65; phase two will include 3,800 sq. ft. of additional retail space; and the Clubhouse/Pool has been removed from phase three.

The additional property and change in design have increased the TIF-eligible development costs by \$1,180,000. The cost increases are in property acquisition, demolition, landscaping, park area, public art, street lighting and public parking lots. A new list of TIF-eligible costs is attached to the First Amendment to the TIF Project Plan as Exhibit B.

The Developer has asked the City to increase the not-to-exceed amount of TIF funding to cover the additional TIF-eligible costs, from \$4,950,000 to \$6,270,000. The increased TIF revenue generated by



the larger project will be more than enough to support the increased costs. Revisions to the comprehensive financial feasibility study are included in the First Amendment to the TIF Project Plan as Exhibit C.

**Financial Considerations:** The current TIF-bond financing structure calls for the issuance of general obligation bonds, which are secured solely by TIF revenues generated by the property within the TIF district. The \$6,270,000 par amount of TIF bonds includes \$5,630,000 in project costs and \$640,000 in construction period interest, financing costs and Public Works inspection costs. The attached bonding ordinance authorizes the increased amount to be bonded.

**Goal Impact:** Economic Vitality and Affordable Living, Quality of Life, Core Area and Neighborhood. Redevelopment of blighted and declining areas are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

**Legal Considerations:** Pursuant to state law, the resolution setting the public hearing on the proposed TIF project plan amendments was published on two consecutive weeks in the City's official newspaper. The attached ordinance, amendment to the TIF project plan and amended bonding ordinance have been reviewed by the Department of Law and approved as to form. Adoption of the ordinance approving the project plan amendments requires a two-thirds majority vote of the City Council. Conforming amendments to the Developer Agreement, required prior to expenditure of additional TIF funds, will be brought to the City Council for approval at a future date.

**Recommendation/Action:** It is recommended that City Council close the public hearing, approve the first reading of the ordinance approving the First Amendment to the Douglas and Hillside Redevelopment District Project Plan, and approve first reading of the amended bonding ordinance.

**Attachment(s):**

- Ordinance approving the amendment of the Project Plan for the Douglas and Hillside Redevelopment District;
- Amended Douglas and Hillside Redevelopment District Project Plan;
- Amended bonding ordinance.



(Published in *The Wichita Eagle* on January \_\_\_\_, 2008)

**ORDINANCE NO. \_\_\_\_ - \_\_\_\_**

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT REVENUE BONDS (BROADWAY PLAZA PROJECT), OF THE CITY OF WICHITA, KANSAS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,450,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY CERTAIN REDEVELOPMENT PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PLAN; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

**WHEREAS**, the City of Wichita, Kansas (the “City”), is a first class city duly created, organized and existing under the laws of the State of Kansas; and

**WHEREAS**, the City has the authority to adopt tax increment financing pursuant to the Kansas Tax Increment Redevelopment Act, constituting sections K.S.A. 12-1770 *et seq.*, as amended (the “Act”); and

**WHEREAS**, the Redevelopment Area (as defined herein) is part of an enterprise zone created by the City and approved by the State of Kansas prior to July 1, 1992, and eligible for redevelopment under the Act; and

**WHEREAS**, Resolution No. 06-123 of the City called for the Governing Body of the City to hold a public hearing concerning the establishment of a redevelopment district pursuant to the Act on April 18, 2006; and

**WHEREAS**, notice of the public hearing was given as required by law; and

**WHEREAS**, the public hearing by the City regarding the proposed redevelopment district was held and closed on April 18, 2006; and

**WHEREAS**, on April 25, 2006, the City passed Ordinance No. 47-017 establishing a redevelopment district pursuant to the Act (the “Redevelopment District”) encompassing the property located generally bordered by 47<sup>th</sup> Street on the north, 48<sup>th</sup> Street on the south, Broadway Street to the east and Water Street to the west, all as more particularly described in the Redevelopment Agreement dated as of April 4, 2007, as amended (the “Redevelopment Agreement”); and

**WHEREAS**, a Redevelopment Plan dated February 8, 2007 (the “Redevelopment Plan”) has been presented to the City for the redevelopment of the Redevelopment District; and

**WHEREAS**, the City Planning Commission on February 8, 2007, found that the proposed Redevelopment Plan conformed to the City’s comprehensive plan as required by the Act; and



**WHEREAS**, Resolution No. 07-105 adopted on February 13, 2007, called for the Governing Body of the City to hold a public hearing concerning the adoption of the Redevelopment Plan pursuant to the Act on March 20, 2007; and

**WHEREAS**, notice of the public bearing was given as required by law; and

**WHEREAS**, the public hearing by the City regarding the Redevelopment Plan was held and closed on March 20, 2007; and

**WHEREAS**, on March 27, 2007, the City passed Ordinance No. 47-450 approving the Redevelopment Plan for the Redevelopment District; and

**WHEREAS**, on May 15, 2007, the City adopted Resolution No. 07-308 calling for a public hearing on an amendment to the Redevelopment Plan to increase the Reimbursable Expenditures, as defined in the Redevelopment Plan, from \$1,500,000 to \$1,800,000, plus actual interest and financing costs;

**WHEREAS**, notice of the public hearing was given as required by law; and

**WHEREAS**, the public hearing by the City regarding the Redevelopment Plan was held and closed on June 5, 2007; and

**WHEREAS**, on June 12, 2007, the City adopted Ordinance No. 47-490 approving an amendment to the Redevelopment Plan for the Redevelopment District; and

**WHEREAS**, the City has determined that it is necessary and desirable, to adopt this Ordinance in order to issue its Special Obligation Tax Increment Revenue Bonds (Broadway Plaza Project), in the aggregate principal amount not to exceed \$2,450,000 (the "Bonds"), in one or two series, to pay a portion of the Redevelopment Project Costs (as hereinafter defined).

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Ordinance and the Indenture herein authorized, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

**"Redevelopment Project Costs"** means those costs as defined in K.S.A. § 12-1770a(q), that may be paid through tax increment financing and which the City has agreed to pay as Reimbursable Expenditures under the Redevelopment Agreement and such other redevelopment project costs allowed under the Redevelopment Plan.

**"Broadway 47 Tax Increment Fund"** means the Broadway 47 Tax Increment Fund of the City created for the Incremental Tax Revenues (as defined in the herein defined Indenture) of the Redevelopment District.

**Section 2. Authorization of the Bonds.** The City is hereby authorized to issue and sell the Bonds in the original aggregate principal amount of not to exceed \$2,450,000, which Bonds



may be issued in one or two series. If two series of Bonds are issued, the principal of and interest on one series of Bonds (the "Senior Bonds") shall payable from the trust estate created under the hereinafter-referenced Indenture prior to payment of the principal of and interest on the second series of Bonds (the "Subordinate Bonds"). The Bonds, if issued in one series, or the Senior Bonds, if two series of Bonds are issued, shall be designated as the "Series 2008A Bonds," and the Subordinate Bonds, if issued, shall be designated as the "Series 2008B Bonds." The proceeds of the Bonds will be used to pay the Redevelopment Project Costs, including funding a debt service reserve fund for the Series 2008A Bonds, funding certain capitalized interest costs on the Series 2008A Bonds and paying certain issuance costs related to the Bonds. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such dates, shall be in such denominations, shall be in such forms, shall mature on the dates and in the principal amounts, shall bear interest at the rates per annum and shall be subject to redemption on the dates and in the principal amounts as provided in the Indenture, and shall have such other terms and provisions, shall be issued, executed, authenticated and delivered in such manner and shall be subject to such provisions, covenants and agreements, as are set forth in the Indenture.

The Bonds, together with interest and premium, if any, thereon are not general obligations of the City but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Indenture, and the Bonds shall not be deemed to constitute a debt or liability of the State of Kansas, the City or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State of Kansas or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Bonds, the Indenture, the proceedings of the City authorizing the Bonds or the Act shall be construed to be a debt or loan of credit of the City, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

**Section 3. Security for the Bonds.** The City shall deposit the Incremental Tax Revenues into the Broadway 47 Tax Increment Fund. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in, the Broadway 47 Tax Increment Fund and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Bonds. The moneys in the Broadway 47 Tax Increment Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and the herein authorized Indenture. The Incremental Tax Revenues shall be determined and collected in the manner provided by law and as provided in the Indenture.

**Section 4. Authorization and Approval of Documents.** The following documents are hereby approved in substantially the forms presented to and reviewed by the City at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver each of such documents to which the City is a party (the "City Documents") with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the City's approval thereof:



(a) Trust Indenture dated as of the date stated therein (the “Indenture”), between the City and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”);

(b) Bond Purchase Agreement dated as of the date of delivery thereof (the “Bond Purchase Agreement”), among the City, Broadway 47, LLC, a Kansas limited liability company (the “Developer”), and Piper Jaffrey & Co., Kansas City, Missouri (the “Underwriter”), providing for the sale of the Senior Bonds;

(c) Bond Placement Agreement dated as of the date of delivery thereof (the “Bond Purchase Agreement”), between the City and the Developer (or such assigns of the Developer approved by the City by motion or resolution), providing for the sale of the Subordinate Bonds;

(d) Continuing Disclosure Agreement dated as of the date stated therein (the “Continuing Disclosure Agreement”), between the City and the Trustee, as dissemination agent; and

(e) Tax Compliance Agreement dated as of the date stated therein (the “Tax Compliance Agreement”) between the City and the Trustee.

**Section 5. Approval of Use of Official Statement.** The City hereby approves the use of the Preliminary Official Statement, from which a final Official Statement shall be drafted (collectively, the “Official Statement”), in connection with the sale of the Senior Bonds, in substantially the form presented to the City (a copy of which Official Statement shall be filed in the official records of the City) with such changes therein as shall be necessary to provide for the execution of such document by the Developer.

The Official Statement and the distribution thereof by the Underwriter are hereby approved for use in connection with the sale of the Senior Bonds. The City has not participated in the preparation of the Official Statement and has not verified the accuracy of the information therein, other than information about the City. Accordingly, the approval of the Official Statement does not constitute approval by the City of all information contained therein or a representation by the City as to the completeness or accuracy of the information contained therein. For the purpose of enabling the Official Statement to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the City hereby deems the information regarding the City contained in the Official Statement to be “final” as of its date, except for the omission of such information as is permitted by the Rule, and the appropriate officials of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officials in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirements of such Rule.

**Section 6. Execution of Bonds and Documents.** The Mayor is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized and directed to execute the City Documents and such other



documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary.

**Section 7. Further Authority.** The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including, but not limited to, agreements with respect to the investment of funds held under the Indenture.

**Section 8. Governing Law.** This Ordinance and the Bonds shall be governed by and construed in accordance with the applicable laws of the State.

**Section 9. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication hereof one time in the official City newspaper.

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PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on  
January 15, 2008.

CITY OF WICHITA, KANSAS

By: \_\_\_\_\_  
Carl Brewer  
Mayor

(Seal)

ATTEST:

By: \_\_\_\_\_  
Karen Sublett  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf  
City Attorney



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Issuance of Special Obligation Tax Increment Financing Bonds – Broadway Plaza Home Depot Project (District IV)

**INITIATED BY:** City Manager Office

**AGENDA:** New Business

**Recommendation:** Approve first reading of the bond ordinance.

**Background:** On April 25, 2006, the City Council adopted an ordinance establishing a redevelopment district in the area of Broadway and 47<sup>th</sup> Street South, for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of constructing a commercial redevelopment project in that area, anchored by a Home Depot store. On March 27, 2007, the City Council approved the TIF Project Plan and Development Agreement with D.J. Christie, Inc. (the “Developer”), which provided for the issuance of special obligation TIF bonds in an amount sufficient to fund \$1.5 million in redevelopment project costs, plus bonding costs. On June 12, 2007, the City Council amended the Project Plan and Development Agreement to include additional environmental remediation and to increase the not-to-exceed amount of redevelopment project costs to \$1.8 million, plus bonding costs. The Developer has requested the issuance of the TIF bonds at this time, in the amount not-to-exceed \$2,450,000.

**Analysis:** D.J. Christie, Inc. and Broadway 47 LLC, the developers of the Broadway and 47th Project, propose the total redevelopment of the Project Area from its current condition into a retail commercial center. The center will contain approximately 175,000 square feet of retail space, including a 90,000 sq. ft. Home Depot, two strip centers and two retail pad sites. When completed, it is anticipated that there will be approximately 161,000 square feet of new commercial space in the project. The existing 14,000 sq. ft. of retail strip will be renovated with a new roof, fascia, parking lot, HVAC units, etc. The Redevelopment Plan contemplates implementation of the Project in two phases. A new 20,000 sq. ft. retail strip center will be built in the 2nd phase. The Developer expects that the two retail out-parcels will be developed concurrently with the Home Depot project.

The TIF bond proceeds will be used to finance eligible project costs, including site improvements, environmental remediation and paving. A preliminary analysis of sources and uses of bond funds is:

**Sources of Funds:**

Par amount of Bonds	\$ 2,400,000
Accrued Interest	7,467
Total Sources of Funds	\$ 2,407,467

**Uses of Funds:**

Deposit to Project Fund	\$ 1,800,000
Deposit to Bond Reserve	240,000
Deposit to Capitalized Interest Fund	238,773
Costs of Issuance	72,000
Underwriter’s Discount (2.000%)	48,000
Miscellaneous	8,694
Total Uses of Funds	\$ 2,407,467



The par amount of bond shown above is based on the maximum amount allowed under the TIF Project Plan and Development Agreement. The actual par amount to be issued will be based on TIF cash flows from projected assessed valuations. In the event the par amount issued is less than the amount shown above, the Development Agreement provides for the Developer to fund the difference, in exchange for a subordinated note that can be repaid from TIF revenues after the senior TIF bonds have been fully paid.

As an additional security feature for the bondholders, a minor portion of the bond proceeds will be placed in an escrow account with the trustee bank and held until the project has been completed and reappraised by the County Appraiser's Office. The Developer will self-fund TIF project costs equal to the amount in the escrow account. When the completed project has been reappraised, in 2010, any amount of bonds not supported by the actual assessed valuation of the project will be redeemed, using escrowed funds. Any of the escrowed funds not needed for redemption of bonds will be paid to the Developer.

The tax-exempt special obligation TIF bonds will be underwritten by Piper Jaffray & Co. and publicly reoffered to institutional investors. The bonds will include a sinking fund redemption feature that uses any surplus TIF revenue to accelerate the repayment of the bonds. The City's bond counsel firm of Kutak Rock serves as bond counsel for the transaction.

**Financial Considerations:** The bonds will be issued as special obligation TIF bonds, payable solely from incremental property tax revenue generated within the Broadway and 47<sup>th</sup> Redevelopment District. The bonds are not general obligation bonds of the City and the City will have no obligation to make debt service payments from any funds other than the actual tax increment funds generated by the redevelopment project.

**Goal Impact:** Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted, contaminated and declining areas is needed to avoid economic stagnation.

**Legal Considerations:** Bond documents have been drafted by bond counsel. The City Attorney's Office will review and approve as to form all bond documents prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Special Obligation Tax Increment Financing Bonds in an amount not to exceed \$2,450,000, and authorize the necessary signatures.

**Attachment(s):** Bond Ordinance



## **REQUEST FOR DECLARATION OF EMERGENCY**

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, January 8, 2008, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 792, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,860,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 792 Bonds occur on the same day bids are received and to enable the City to deliver the Series 792 Bonds authorized by said Ordinance on February 7, 2008.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on January 8, 2008.

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Carl Brewer, Mayor

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Karen Sublett, City Clerk



## **REQUEST FOR DECLARATION OF EMERGENCY**

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, January 8, 2008, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 792A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,390,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 792A Bonds occur on the same day bids are received and to enable the City to deliver the Series 792A Bonds authorized by said Ordinance on February 7, 2008.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on January 8, 2008.

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Carl Brewer, Mayor

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Karen Sublett, City Clerk



## REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, January 8, 2008, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 222, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$77,880,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO RENEW A PORTION OF THE PRINCIPAL AMOUNT OF TEMPORARY NOTES PREVIOUSLY ISSUED FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH PREVIOUSLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY, AND FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH NEWLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 222 Notes occur on the same day bids are received and to enable the City to deliver the Series 222 Notes authorized by said Ordinance on February 7, 2008.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on January 8, 2008.

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Carl Brewer, Mayor

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Karen Sublett, City Clerk



## REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, January 8, 2008, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 223 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$8,015,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

The general nature of such emergency is due to bond market expectations that the authorization of the issuance of the Series 223 Notes occur on the same day bids are received and to enable the City to deliver the Series 223 Notes authorized by said Ordinance on February 7, 2008.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on January 8, 2008.

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Carl Brewer, Mayor

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Karen Sublett, City Clerk



(Published in *The Wichita Eagle* on \_\_\_\_\_, 2008)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 222, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$77,880,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO RENEW A PORTION OF THE PRINCIPAL AMOUNT OF TEMPORARY NOTES PREVIOUSLY ISSUED FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH PREVIOUSLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY, AND FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH NEWLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the City of Wichita, Kansas (the “City”), is a city of the first class duly created, organized and existing under the laws of the State of Kansas; and

WHEREAS, K.S.A. 10-123, as amended and supplemented, provides that if a municipality has approved an improvement which is to be paid for in whole or in part by the issuance of general obligation bonds, the municipality may issue temporary notes for the purpose of financing the costs of the improvements until the issuance of such bonds; and provides further that any municipality may issue renewal temporary notes to pay the costs of redeeming any previously issued temporary notes as they mature when the improvement will not be completed at the maturity date of the notes or when the improvement has been completed but the issuance of such bonds is prevented, hindered or delayed; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Temporary Renewal and Improvement Notes, Series 220, dated August 9, 2007 (the “Original Notes”), a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed,



and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying the portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, the Governing Body, pursuant to Resolution No. 07-707, duly adopted December 11, 2007, advertised for bids at a public sale for not to exceed \$77,880,000 of the City's General Obligation Renewal and Improvement Temporary Notes, Series 222, for the purpose of renewing interim financing for the Original Improvements and providing new interim financing for the Improvements and such public sale has been duly held and the Governing Body has awarded the Notes to the best bidder therefor; and

WHEREAS, the Governing Body, on February 27, 1996, adopted Ordinance No. 42-996 establishing a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation temporary notes in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12, and said Ordinance No. 42-996, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the General Obligation Renewal and Improvement Temporary Notes authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Notes, to prescribe the terms and details thereof, to provide for the payment of the principal of and interest on the Notes, and to make certain other covenants and agreements with respect thereto;

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Definitions.** All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Note Resolution herein referenced.

**Section 2. Authorization of and Security for the Notes.** It is hereby authorized, ordered and directed that in order to provide the necessary funds to renew a portion of the principal amount of the Original Notes, and for the interim financing of the Improvement Costs all as further described on Schedule I to the Note Resolution, there shall be issued general obligation renewal and improvement temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by this Note Ordinance to the



payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the collection of special assessments taxes which will be levied against real properties in the City benefiting from certain of the Original Improvements and Improvements, and from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

**Section 3. Terms, Details and Conditions of the Notes.** The Notes shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution (the “Note Resolution”) hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

**Section 4. Levy and Collection of Annual Tax.** The Governing Body hereby covenants that it shall make provision for the payment of the principal of and interest on the Notes on the Maturity Date by the levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor upon the completion of the Original Improvements and the Improvements, as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the principal of and interest on the Notes on the Maturity Date, or if any of the Original Improvements or the Improvements are not completed by the Maturity Date or the Governing Body is otherwise hindered from then levying and collecting such special assessment taxes, and for any of the costs of the Original Improvements or the Improvements which are to be paid by the City-at-large, then said Governing Body shall provide for the payment of all or any portion of the principal of and/or interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the amounts collected from such special assessment taxes and/or the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Original Improvements or the Improvements which are to be paid by the City-at-large, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

**Section 5. Tax Covenants.** The Governing Body hereby covenants and agrees that so long as any of the Notes remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Notes under Section 103 of the Code, and further covenants to comply with all



other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Notes.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Notes for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Notes or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Notes to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Notes for so long as any of the Notes remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Notes from time to time. This covenant shall survive payment in full or the defeasance of the Notes and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Note Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

**Section 6. Designation of Paying Agent and Note Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes.

So long as the Notes remain issued in book-entry-only form, the City shall act as Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and shall make payment directly to DTC, as the Owner, for the principal of and interest on the Notes, and DTC will remit such principal and interest to its Direct Participants for the distribution to the beneficial owners in the manner set forth in Section 2.04(A) of the Note Resolution and as governed by the terms of the Letter of Representation.

In the event the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the City hereby designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas (herein sometimes referred to as the “Fiscal Agent”), as the initial Paying Agent and Note Registrar for the Notes, and the Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the Fiscal Agent to effectuate this designation. The Fiscal Agent shall maintain Registration Books on behalf of the City.

**Section 7. Further Authority.** The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Notes and the Notes in accordance with the provisions of the Note Resolution. The Governing Body hereby further authorizes, orders and directs the City Clerk of the City to



countersign the Notes and the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

**Section 8.**      **Effective Date.** This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.



PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on  
January 8, 2008.

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



(Published in *The Wichita Eagle* on \_\_\_\_\_, 2008)

**ORDINANCE NO. \_\_-\_\_**

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 223 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$8,015,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the City of Wichita, Kansas (the “City”), is a city of the first class duly created, organized and existing under the laws of the State of Kansas; and

WHEREAS, K.S.A. 10-123, as amended and supplemented, provides that if a municipality has approved an improvement which is to be paid for in whole or in part by the issuance of general obligation bonds, the municipality may issue temporary notes for the purpose of financing the costs of the improvements until the issuance of such bonds; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements for which interim financing is now required; and

WHEREAS, the Governing Body, pursuant to Resolution No. R-07-707, duly adopted December 11, 2007, advertised for bids at a public sale for \$8,015,000 of the City’s General Obligation Improvement Temporary Notes, Series 223 (Taxable Under Federal Law), for the purpose of providing interim financing for the Improvements and such public sale has been duly held and the Governing Body has awarded the Notes to the best bidder therefor; and

WHEREAS, the Governing Body, on February 27, 1996, adopted Ordinance No. 42-996 establishing a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation temporary notes in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12, and said Ordinance No. 42-996, the terms



and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the Notes authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Notes, to prescribe the terms and details thereof, to provide for the payment of the principal of and interest on the Notes, and to make certain other covenants and agreements with respect thereto;

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Definitions.** All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Note Resolution herein referenced.

**Section 2. Authorization of and Security for the Notes.** It is hereby authorized, ordered and directed that in order to provide the necessary funds for the interim financing of the Improvement Costs in the aggregate principal amount of \$8,015,000, there shall be issued general obligation improvement temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by this Note Ordinance to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose. It is further anticipated that the Notes will be payable from tax increment revenues generated from certain tax increment districts within the City.

**Section 3. Terms, Details and Conditions of the Notes.** The Notes shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution (the "Note Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

**Section 4. Levy and Collection of Annual Tax.** The Governing Body hereby covenants to provide for the payment of all or any portion of the principal of and/or interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then



existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes.

**Section 5. Designation of Paying Agent and Note Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Notes.

So long as the Notes remain issued in book-entry-only form, the City shall act as Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and shall make payment directly to DTC, as the Owner, for the principal of and interest on the Notes, and DTC will remit such principal and interest to its Direct Participants for the distribution to the beneficial owners in the manner set forth in Section 2.04(A) of the Note Resolution and as governed by the terms of the Letter of Representation.

In the event the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the City hereby designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas (herein sometimes referred to as the “Fiscal Agent”), as the initial Paying Agent and Note Registrar for the Notes, and the Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the Fiscal Agent to effectuate this designation. The Fiscal Agent shall maintain Registration Books on behalf of the City.

**Section 6. Further Authority.** The Governing Body hereby authorizes orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Notes and the Notes in accordance with the provisions of the Note Resolution. The Governing Body hereby further authorizes, orders and directs the City Clerk of the City to countersign the Notes and the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.



The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

**Section 7.**     **Effective Date.** This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.

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**PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas,  
on January 8, 2008.**

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 792, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,860,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “City”), is a city of the first class duly created, organized and existing under the laws of the State of Kansas; and

WHEREAS, pursuant to and under the authority of K.S.A. 12-6a01 *et seq.*, as amended and supplemented, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the “Improvements”), and has provided that the costs thereof shall be paid from special assessments collected in cash and/or by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any cash paid by the owners of the real properties against which special assessments therefore were levied and less other available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of \$11,860,000, all of which is chargeable to and has been specially assessed against various real properties in the City benefited by the respective Improvements and which special assessments were not paid within the time provided by law; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City’s general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements specially assessed against benefited real property and not paid in cash within the time provided by law; and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount thereof exceeds \$100,000; and

WHEREAS, the Governing Body, pursuant to Resolution No. 07-707, duly adopted December 11, 2007, advertised for bids at a public sale for an amount not to exceed \$11,860,000 of the City’s General Obligation Bonds, Series 792, for the aforesaid purpose; and such public sale has been duly held and the Governing Body has awarded the Bonds to the best bidder therefor; and



WHEREAS, the Governing Body, on February 27, 1996, adopted Ordinance No. 42-996 establishing a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12, and said Ordinance No. 42-996, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the General Obligation Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to provide for the levy and collection of an annual tax in order to provide for the payment of the principal of and interest on the Bonds, and to make certain other covenants and agreements with respect thereto;

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Definitions.** All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Bond Resolution herein referenced.

**Section 2. Authorization of and Security for the Bonds.** It is hereby authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become due and payable.

**Section 3. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution (the "Bond Resolution") hereafter adopted by the Governing Body of the City. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

**Section 4. Levy and Collection of Annual Tax.** The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable



therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

**Section 5. Tax Covenants.** The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Bond Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

**Section 6. Designation of Paying Agent and Bond Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days’ written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

**Section 7. Further Authority.** The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Bonds and the Bonds in accordance with the provisions of the Bond Resolution.



The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

**Section 8.**     **Effective Date.** This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.



PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on  
January 8, 2008.

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



(Published in *The Wichita Eagle* on \_\_\_\_\_, 2008)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 792A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,390,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS IT BECOMES DUE AND PAYABLE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the City of Wichita, Kansas (the “City”), is a city of the first class duly created, organized and existing under the laws of the State of Kansas; and

WHEREAS, pursuant to and under the authority of K.S.A. 12-6a01 *et seq.*, as amended and supplemented, the Governing Body has duly taken various actions, including the adoption, and publication, where necessary, of resolutions, ordinances and other proceedings as required by said laws, to authorize certain capital improvements in the City (the “Improvements” as further described in the herein referenced Bond Resolution), and has provided that the costs thereof shall be paid from special assessments collected in cash and/or by the issuance of general obligation bonds of the City; and

WHEREAS, the Governing Body has found and determined that the combined total final costs and related expenses of the Improvements, less any cash paid by the owners of the real properties against which special assessments therefore were levied and less other available funds of the City as detailed on said **Schedule I** attached to the Resolution, leaves a balance for which funding is necessary of \$3,390,000, all of which is chargeable to and has been specially assessed against various real properties in the City benefited by the respective Improvements and which special assessments were not paid within the time provided by law; and

WHEREAS, the Governing Body is authorized by the laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue the City’s general obligation bonds to provide the necessary funds for the permanent financing of the costs and expenses of the Improvements specially assessed against benefited real property and not paid in cash within the time provided by law; and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount thereof exceeds \$100,000; and



WHEREAS, the Governing Body, pursuant to Resolution No. 07-707 duly adopted December 11, 2007, advertised for bids at a public sale for not to exceed \$3,390,000 of the City's General Obligation Bonds, Series 792A, for the aforesaid purpose; and such public sale has been duly held and the Governing Body has awarded the Bonds to the best bidder therefor; and

WHEREAS, the Governing Body, on February 27, 1996, adopted Ordinance No. 42-996 establishing a master undertaking to provide ongoing disclosure concerning the City for the benefit of owners of its general obligation bonds in compliance with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12, and said Ordinance No. 42-996, the terms and provisions thereof, and actions required by the City as set forth therein are by reference incorporated in this Ordinance and made applicable to the General Obligation Bonds authorized hereby as though fully set forth herein; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary to authorize the issuance and delivery of the Bonds, to prescribe the terms and details thereof, to provide for the levy and collection of an annual tax in order to provide for the payment of the principal of and interest on the Bonds, and to make certain other covenants and agreements with respect thereto;

**THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Definitions.** All capitalized terms and phrases not otherwise defined herein shall have the meanings set forth in the Bond Resolution.

**Section 2. Authorization of and Security for the Bonds.** It is hereby authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the "Bonds"). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefited from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged to secure the prompt payment of the principal of and interest on the Bonds as the same severally become due and payable.

**Section 3. Terms, Details and Conditions of the Bonds.** The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution (the "Bond Resolution") hereafter adopted by the Governing Body of the



City. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

**Section 4. Levy and Collection of Annual Tax.** The Governing Body hereby covenants that it shall annually make provision for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

**Section 5. Tax Covenants.** The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Ordinance and the Bond Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

**Section 6. Designation of Paying Agent and Bond Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, is hereby designated as the initial Paying Agent and Bond Registrar for the



Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

**Section 7. Further Authority.** The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Ordinance, the Official Statement relating to the offering and sale of the Bonds and the Bonds in accordance with the provisions of the Bond Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body on this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Ordinance and to give effect to the transactions contemplated hereby.

The execution and attestation of this Ordinance, the Official Statement and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Ordinance, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Ordinance and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

**Section 8. Effective Date.** This Ordinance shall be in force and take effect from and after its passage and approval by the Governing Body of the City, and the publication hereof one time in the City's official newspaper.



PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas on January 8, 2008.

(Seal)

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**RESOLUTION NO. 08-\_\_\_\_**

**OF THE**

**CITY OF WICHITA, KANSAS**

**AS ADOPTED JANUARY 8, 2008**

**AUTHORIZING THE ISSUANCE OF**

**\$77,880,000**

**GENERAL OBLIGATION RENEWAL AND IMPROVEMENT**

**TEMPORARY NOTES**

**SERIES 222**

**DATED FEBRUARY 7, 2008**



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**RESOLUTION NO. 08-\_\_\_**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 222, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$77,880,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO RENEW A PORTION OF THE PRINCIPAL AMOUNT OF TEMPORARY NOTES PREVIOUSLY ISSUED FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH PREVIOUSLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY, AND FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH NEWLY COMMENCED CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE NOTES, AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to the Note Ordinance (as herein defined), has authorized the issuance of the Notes in the aggregate principal amount of \$77,880,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Notes; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City described in Schedule I which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements identified as listed on Schedule I are herein collectively referred to as the "Original Improvements"), and of those certain capital improvements in the City described in Schedule I which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements identified as Improvements as listed on Schedule I are herein collectively referred to as the "Improvements") and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, those Improvements constituting building facades are hereby found and determined to be municipal improvements necessary to prevent or alleviate blight and/or preserve historic neighborhoods; and

WHEREAS, the Governing Body has further heretofore by the taking of the required proceedings therefor, authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 220, dated August 9, 2007 (the "Original Notes"),



a portion of the proceeds of which were expended for interim financing for costs of the Original Improvements; and

WHEREAS, the Original Improvements have not been completed and/or are completed but the issuance of bonds for the permanent financing thereof is prevented, hindered or delayed, and the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, renewal temporary notes should be issued for the purpose of renewing and paying the portion of the principal amount of the Original Notes which was issued for costs of the Original Improvements as aforesaid; and

WHEREAS, the Governing Body hereby finds and determines that as provided by K.S.A. 10-123, as amended and supplemented, temporary notes should be issued at this time for the purpose of providing interim financing for the costs of making the Improvements which are or will be newly commenced or for which additional interim financing is now required; and

WHEREAS, in accordance with the provisions of the Note Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Notes pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

## **ARTICLE I** **DEFINITIONS**

**Section 1.01 Definitions of Words and Terms.** In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” shall mean the Constitution of the State of Kansas (including particularly Article 12, Section 5 thereof), Charter Ordinance No. 156 of the City, K.S.A. 10-101 *et seq.*, K.S.A. 10-123, K.S.A. 12-6a01 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-1770 *et seq.*, K.S.A. 12-1736 *et seq.* and K.S.A. 13-1024c, all as amended and supplemented, under the authority of which ordinances and statutes the Original Improvements and the Improvements are authorized, the Original Notes were issued and the Notes are issued.

“Authentication Date” shall mean the date on which a Note is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Note.



“Authorized Investments” shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

- (A) For all purposes, including as defeasance investments in refunding escrow accounts:
  - (1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or
  - (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and
- (B) For all purposes other than defeasance investments in refunding escrow accounts:
  - (1) Obligations of any of the following Federal agencies which obligations represent the full faith and credit of the United States of America, including:
    - Export - Import Bank
    - Farmers Home Administration
    - General Services Administration
    - U.S. Maritime Administration
    - Small Business Administration
    - Government National Mortgage Association (GNMA)
    - U.S. Department of Housing & Urban Development (PHA's)
    - Federal Housing Administration;
  - (2) Bonds, notes or other evidences of indebtedness rated “AA” by Standard & Poor’s, a Division of the McGraw-Hill Companies (“S&P”) and “Aa2” by Moody’s Investor Services (“Moody’s”) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;
  - (3) Investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation;



- (4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of Kansas or of any agency, instrumentality or local governmental unit of such State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of S&P and Moody’s, or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;
  - (5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody’s or S&P;
  - (6) Repurchase agreements secured by direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation; and
  - (7) Receipts evidencing ownership interests in securities or portions thereof in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation.
- (C) The value of the above investments shall be determined as of the end of each month. (See the definition of “Value” herein.)

“Bond Counsel” shall mean Kutak Rock LLP, Kansas City, Missouri, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.



“Certificate as to Arbitrage and Related Tax Matters” shall mean the Certificate as to Arbitrage and Related Tax Matters, dated as of and delivered on the Date of Issuance, executed by the City, relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

“City” shall mean the City of Wichita, Kansas.

“City Clerk” shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk’s absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended, or such other general Federal tax code as shall be adopted by the United States Congress in substitution therefor, together with regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Notes, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Notes or investment of the proceeds of the Notes, and in connection with receiving municipal bond insurance and/or ratings on the Notes. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Original Improvements and the Improvements.

“Date of Issuance” shall mean the date on which the Notes are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

“Dated Date” shall mean the dated date of the Notes, which is February 7, 2008.

“Debt Service” shall mean the scheduled amount of interest and maturing principal payable on the Notes for a single Bond Year, as described in the Code.

“Direct Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Director of Finance” shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance’s absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

“DTC” shall mean The Depository Trust Company and its successors or assigns.

“Excess Earnings Account” shall mean the Excess Earnings Account created pursuant to Article III hereof.



“Fiscal Agent” shall mean the State Treasurer of Kansas, and its successors and assigns.

“Fiscal Year” shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

“Governing Body” shall mean the duly elected and/or appointed and acting persons comprising the City Council of the City.

“Government Obligations” means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Improvement Account” shall mean the Improvement Account for the Improvements created by Article III hereof.

“Improvement Costs” shall mean the amount of capital expenditures for an Original Improvement and/or Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and Federal law.

“Improvements” shall mean the newly commenced capital improvements constructed in the City as described on Schedule I hereto or any Substitute Improvements.

“Indirect Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Interest Payment Date” shall be August 19, 2008.

“Letter of Representation” shall mean that certain Letter of Representation between the City and DTC with respect to the Notes.

“Maturity Date” means August 19, 2008.

“Mayor” shall mean the duly elected and acting Mayor of the City or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.



“Municipal Bond Insurance Policy” shall mean, if applicable, the municipal bond insurance policy issued by Note Insurer insuring the payment when due of the principal of and interest on the Notes as described on Exhibit A to this Resolution.

“Note Insurer” mean any issuer of a Municipal Bond Insurance Policy described on Exhibit A to this Resolution.

“Note Ordinance” means the ordinance of the City authorizing the issuance of the Notes as further described on Exhibit A to this Resolution.

“Note Registrar” shall mean the City, or such other entity maintaining Registration Books on behalf of the City as set forth in Section 2.03 hereof, and its successors and assigns.

“Noteowner(s)” shall mean the Owner(s) of the Notes.

“Notes” shall mean the \$77,880,000 original principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 222, dated February 7, 2008, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Note Ordinance and this Resolution.

“Original Notes” means the notes previously issued by the City described in the preamble to this Resolution.

“Original Proceeds” shall mean all of the proceeds, including accrued interest, derived from the sale of the Notes to the Original Purchaser.

“Original Purchaser” means the original purchaser of the Notes described on Exhibit A to this Resolution.

“Outstanding,” when used with reference to the Notes, shall mean, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution, except (i) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation, (ii) Notes for which moneys for payment or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Paying Agent, the principal of and interest on the Notes being paid), or both, in the necessary amount have theretofore been deposited with the Paying Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to the Maturity Date of the Notes), and (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner(s)” or “Registered Owner(s)” shall mean, when used with respect to any Note, the person or entity in whose name the Note is registered as shown on the Registration Books maintained on behalf of the City.

“Participants” shall have the meaning set forth in and defined by the Letter of Representation.



“Paying Agent” shall mean the City, or such other entity acting on behalf of the City as Paying Agent for the Notes as set forth in Section 2.03 hereof, and its successors and assigns.

“Principal and Interest Account” shall mean the Principal and Interest Account created within the City’s Capital Project Fund pursuant to Article III hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Notes.

“Principal Payment Date” shall mean the Maturity Date.

“Purchase Price” means the original purchase price of the Notes described on Exhibit A to this Resolution.

“Record Date” shall mean fifteen days prior to the Maturity Date.

“Redemption Fund” shall mean the Series 222 Principal and Interest Account previously created within the City’s Capital Project Fund for the purpose of receiving and disbursing funds for the payment of the Original Notes.

“Registration Books” shall mean the books maintained on behalf of the City by the Note Registrar for the registration and transfer from time to time of the ownership of the Notes.

“Resolution” or “Note Resolution” shall mean this Resolution adopted by the Governing Body of the City on January 8, 2008, prescribing the terms and details of the Notes.

“State” shall mean the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements authorized pursuant to Section 4.09 of this Resolution.

“Value” shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

- (A) As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*) -- the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination,
- (B) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or in *The New York Times* -- the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the City in its absolute discretion) at the time making a market in such



investments or the bid price published by a nationally recognized pricing service, and

- (C) As to certificates of deposit and banker's acceptances — the face amount thereof, plus accrued interest.

## **ARTICLE II**

### **AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES**

**Section 2.01 Authorization of and Security for Notes.** Pursuant to the Note Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to renew a portion of the principal amount of the Original Notes as shown on Schedule I attached hereto, and for the interim financing of the Improvement costs as shown on Schedule I attached hereto, there shall be issued general obligation renewal and improvement temporary notes of the City (the "Notes"). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by the Note Ordinance and this Note Resolution to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the collection of special assessment taxes which will be levied against real properties in the City benefiting from certain of the Original Improvements and Improvements, and from the proceeds of general obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose.

**Section 2.02 Description and Details of Notes.** The Notes shall be issued in the total principal amount of \$77,880,000, and shall be designated "City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 222." The Notes shall be issued in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of the Notes. The Notes shall be dated the Dated Date, shall mature on the Maturity Date, and shall bear interest at the rate set forth on Exhibit A to this Resolution. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of 12 30-day months) and such interest shall become due and payable on the Interest Payment Date. The Notes shall not be subject to call for redemption and payment prior to the Maturity Date.

The Notes will initially be distributed in book-entry-only form through DTC, by depositing with DTC one certificate, registered in the name of DTC's nominee, Cede & Co., in an amount equal to the total principal amount of the Notes. The manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be



governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Notes, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Notes in the form of fully registered certificates to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Fiscal Agent shall determine.

**Section 2.03 Designation of Paying Agent and Note Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Notes.

So long as the Notes remain in book-entry-only form, the City shall act as the Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Notes and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following Section 2.04(A) and as governed by the terms of the Letter of Representation.

In the event that the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the City has designated and appointed the Kansas State Treasurer, Topeka, Kansas (herein sometimes referred to as the “Fiscal Agent”), as Note Registrar and Paying Agent for the Notes and the Mayor and City Clerk, or such other officer of the City as may be directed by the Mayor, are authorized to execute on behalf of the City any necessary agreements with the Fiscal Agent to effectuate this designation. The Fiscal Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City.

**Section 2.04 Method and Place of Payment of Principal and Interest on Notes.**

(A) **Notes Issued and Delivered in Book-Entry-Only Form.** One certificate registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Notes will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificates will be immobilized in its custody. Purchases of the Notes in denominations permitted by Section 2.02 hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Notes on DTC’s records. The ownership interest of each actual purchaser of each Note (the “beneficial owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the



rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Notes are Subsequently Issued. Principal of and interest on the Notes shall be payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of debts due in the United States of America. Principal of and interest on the Notes shall be paid to the owner of each Note upon presentation and surrender of the Note on the Maturity Date at the principal office of the Fiscal Agent. The Fiscal Agent shall maintain at its offices a record of the payment of principal and interest on the Notes.

**Section 2.05 Method of Execution and Authentication of Notes.** The Notes shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Notes shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Notes, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Notes shall be registered by the State Treasurer in the municipal bond register in her office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Notes, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature. Additionally, the Notes shall be countersigned by the manual or facsimile signature of the City Clerk, which countersignature shall be attested by the City's official seal affixed or imprinted opposite said countersignature.

Notwithstanding the provisions of the foregoing paragraph regarding the manner of and the method for the execution, registration and countersigning of the Notes, as a condition precedent to the authentication of the Notes by the Note Registrar and the issuance and delivery of the Notes to the Original Purchaser, one or more of the aforesaid signatures required to appear on the Notes shall be by manual signature of one or more of the aforementioned officials.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Note shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it



has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Notes issued under the Note Ordinance and this Resolution. For the initial delivery of the Notes, which will consist of one certificate in book-entry-only form as described in Section 2.04(A) hereof, the Notes shall be authenticated by the City Clerk.

**Section 2.06 Payment of Costs of Notes.** The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration and payment of the Notes except (i) reasonable fees and expenses in connection with the replacement of a Note or Notes mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration or payment of the Notes, or (iii) any additional costs or fees that might be incurred in the secondary market.

**Section 2.07 Form of Notes.** The definitive typewritten or printed form of the certificates representing the Notes issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act for the purpose of renewing portions of the principal amount of the Original Notes and for the interim financing of costs in connection with the Improvements. The Governing Body hereby approves the form and text of the certificates to be prepared for the Notes, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Notes and hereby further authorizes, orders and directs Bond Counsel, in the event the Notes in certificated form are issued at any time after the initial issuance and delivery of the Notes, to prepare the form of and cause such certificated Notes to be printed.

**Section 2.08 Registration, Transfer and Exchange of Notes.** The Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Fiscal Agent duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Fiscal Agent. Upon the surrender for transfer of any certificated Note at its office, the Fiscal Agent shall authenticate and deliver in the name of the transferee or transferees a new certificated Note or Notes of authorized denominations in the aggregate principal amount of the surrendered certificated Note. The Fiscal Agent may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Fiscal Agent, the Fiscal Agent shall transfer or exchange any Note(s) for new Note(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Note(s) presented for transfer or exchange. All Notes presented for transfer or exchange shall be surrendered to the Fiscal Agent for



cancellation. Prior to delivery of any new Note(s) to the transferee, the Fiscal Agent shall register the same in the Registration Books and shall authenticate each such new Note.

The City and the Fiscal Agent shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by the Note Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Notes surrendered. The person(s) in whose name any Note is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Note shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Notes remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Notes, and such payments shall be made only to DTC in accordance with Section 2.04(A) of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

**Section 2.09 Mutilated, Lost, Stolen or Destroyed Notes.** In the event any certificate representing a Note is mutilated, lost, stolen or destroyed, the City shall execute, and the Note Registrar shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Note Registrar, and, in the case of any lost, stolen or destroyed Note there shall first be furnished to the Note Registrar and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Note Registrar. In the event any such Note shall have matured, instead of issuing a duplicate note the City may pay the same without the surrender thereof. The City and the Note Registrar may charge to the Owner of such Note their reasonable fees and expenses in connection with the replacement of such Note or Notes.

**Section 2.10 Surrender and Cancellation of Notes.** Whenever any Outstanding Note shall be delivered to the Note Registrar after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Note Registrar and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Note Registrar to the City, or such Note shall be canceled and the canceled Note shall be returned to the City.

**Section 2.11 Execution and Delivery of Notes.** The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Notes without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement note certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Notes shall



be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Note Registrar for authentication. When the Notes shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Notes shall immediately be applied by the City as hereinafter in this Resolution provided.

**Section 2.12 Official Statement.** The Governing Body hereby approves the form and content of the “deemed final” Preliminary Official Statement prepared for use in the initial offering and sale of the Notes, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City’s Debt Coordinator, including specifically the insertion of interest rates and yields for the Notes. The lawful use of the final Official Statement in the reoffering of the Notes by the Original Purchaser is hereby approved and authorized.

### **ARTICLE III** **FUNDS AND ACCOUNTS**

**Section 3.01 Creation of Funds and Accounts.** Simultaneously with the issuance and delivery of the Notes, there shall be created within the Treasury of the City, the following designated funds and accounts:

- (A) Improvement Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 222;
- (B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 222, to be created within the City’s Capital Project Fund; and
- (C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 222.

**Section 3.02 Administration of Funds and Accounts.** The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Notes remain Outstanding.

### **ARTICLE IV** **APPLICATION OF NOTE PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS**

**Section 4.01 Application of Note Proceeds.** Upon the issuance and delivery of the Notes, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by Article III of this Resolution, as follows:



- (A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Notes, and the portion of the Purchase Price which represents the premium, if any, paid on the Notes; and
- (B) To the Redemption Fund, the sum of \$\_\_\_\_\_; and
- (C) The balance of the proceeds, to the Improvement Account.

**Section 4.02 Disposition of Principal and Interest Account.** Moneys deposited in the Principal and Interest Account from the proceeds of the Notes as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Notes on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of and the interest on the Notes, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Upon the completion of the Original Improvements and/or the Improvements and the levying of special assessments against the real properties benefitted thereby, any of such special assessments which are collected during the pay-in period shall be deposited into the Principal and Interest Account. Additionally, upon the issuance of the City's general obligation bonds and/or future renewal temporary notes, as the case may be, for the purpose of paying the Notes, or any portion thereof, the proceeds from such general obligation bonds and/or renewal temporary notes shall be deposited into the Principal and Interest Account. Any other sums of moneys which are designed for payment of the costs of the Original Improvements and/or the Improvements, if any, shall likewise be deposited into the Principal and Interest Account.

**Section 4.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent.** The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Paying Agent, a sum sufficient in amount to pay the principal of and the interest on the Notes on the Maturity Date, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Notes as aforesaid. If, through the lapse of time or otherwise, the Owner of any Note shall no longer be entitled to enforce payment of such Note, it shall be the duty of the Paying Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Paying Agent in trust for and on behalf of the Owners of the Notes.

**Section 4.04 Surplus in Principal and Interest Account.** Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the



retirement of all general obligation Note issues of the City shall be transferred and paid into the General Fund of the City.

**Section 4.05 Disposition of Redemption Fund.** The portion of the proceeds of the Notes deposited into the Redemption Fund as provided by the preceding Section 4.01 shall be used solely for the purpose of paying the portion of the principal amount of the Original Notes issued for the Original Improvements.

**Section 4.06 Disposition of Improvement Account.** Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Original Improvements and the Improvements, it will perform all duties and obligations relative to such Original Improvements and Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

**Section 4.07 Withdrawals from Improvement Account.** Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Original Improvements and the Improvements, and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

**Section 4.08 Surplus in Improvement Account.** All moneys remaining in the Improvement Account after the completion of the Original Improvements and the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

**Section 4.09 Substitution of Improvements.** The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvements and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

## **ARTICLE V** **DEPOSITS AND INVESTMENT OF MONEYS**

**Section 5.01 Deposits.** Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County,



Kansas, whose deposits are insured by Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

**Section 5.02 Investments.** Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

**Section 5.03 Deposits Into and Application of Moneys in Excess Earnings Account.**

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Note shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the "Rebate Amounts"). Any funds remaining in the Excess Earnings Account after payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City's General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City's obligation to remit the Rebate Amount



to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Notes.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Notes shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

## **ARTICLE VI**

### **PROVISION FOR PAYMENT OF NOTES**

**Section 6.01 Levy and Collection of Annual Taxes.** Pursuant to the Note Ordinance, the Governing Body covenants that it shall make provision for the payment of the principal of and the interest on the Notes on the Maturity Date by the levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor upon the completion of the Original Improvements and the Improvements, as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the principal of and interest on the Notes on the Maturity Date, or if any of the Original Improvements or the Improvements are not completed by the Maturity Date or the Governing Body is otherwise hindered from then levying and collecting such special assessment taxes, and for any of the costs of the Original Improvements or the Improvements which are to be paid by the City-at-large, then said Governing Body shall provide for the payment of all or any portion of the principal of and/or interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the amounts collected from such special assessment taxes and/or the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. In lieu of issuing renewal temporary notes or general obligation bonds of the City to fund costs of the Original



Improvements or the Improvements which are to be paid by the City-at-large, the Governing Body may elect to pay said costs, or any portion thereof, from otherwise unencumbered funds or current revenues of the City which are lawfully available for such purpose.

**Section 6.02 Disposition of Taxes; Untimely Receipt.** The proceeds derived from the various sources identified in the preceding Section shall be deposited into the Principal and Interest Account when received; and shall be used to pay the principal of and the interest on the Notes on the Maturity Date; provided, if on the Maturity Date the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Notes because of an untimely collection and/or receipt of moneys from said sources, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said moneys.

## **ARTICLE VII** **DEFAULT AND REMEDIES**

**Section 7.01 Resolution Constitutes Contract; Remedies of Owners.** The provisions of the Note Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Notes at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

- (A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the constitution and laws of the State;
- (B) By suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (C) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

**Section 7.02 Rights of Owners; Limitations.** The covenants and agreements of the City contained herein, in the Note Ordinance and in the Notes shall be for the equal benefit, protection and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of any one Note over any other Note in the application of the moneys herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as provided in this Resolution.



No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Notes. Nothing in this Resolution, in the Note Ordinance or in the Notes shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Notes to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Notes held by him, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Notes without reference to or consent of any other Owner.

**Section 7.03 Remedies Cumulative; Delay or Omission Not Waiver.** No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Note of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

## **ARTICLE VIII** **AMENDMENTS**

**Section 8.01 Amendments.** The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Improvements, or (iv) to provide for the issuance of coupon Notes and the exchange of the fully registered Notes for coupon Notes upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of



Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon notes or the exchange of the fully registered Notes for such coupon notes, will not cause the interest on the Notes to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (v) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Notes then Outstanding:

- (A) Extend the Maturity Date of any Note;
- (B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Note;
- (C) Permit a preference or priority of any Note or Notes over any other Note or Notes; or
- (D) Reduce the percentage of the principal amount of the then Outstanding Notes for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

**Section 8.02 Written Evidence of Amendments.** Any and all modifications or amendments to this Resolution or of the Notes shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Notes then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Note any reference to such amendment or modification.

A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of the Note Ordinance and this Resolution, shall always be kept on file in the Office of the City Clerk and shall be made available for inspection by the Owner of any Note or the prospective purchaser or owner of any Note, and upon payment of the reasonable cost of preparing same, a certified copy of any such amendatory or supplemental ordinance or resolution of the Note Ordinance or this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.



## **ARTICLE IX** **DEFEASANCE**

**Section 9.01 Defeasance.** When all or any part of the principal of and the interest on the Notes shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Note Ordinance and this Resolution shall cease and determine with respect to that principal and interest so paid. The Notes shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the Maturity Date of the Notes, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Notes and the interest thereon to the Maturity Date; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any moneys and Government Obligations which at any time shall be deposited with the Paying Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Notes or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Government Obligations so deposited with the Paying Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

## **ARTICLE X** **MISCELLANEOUS PROVISIONS**

**Section 10.01 Tax Covenants.** The Governing Body hereby covenants and agrees that so long as any of the Notes remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Notes under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Notes.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Notes for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Notes or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Notes to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the



United States Treasury Department thereunder to the extent applicable to the Notes for so long as any of the Notes remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Notes from time to time. This covenant shall survive payment in full or the defeasance of the Notes and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

**Section 10.02 Severability.** In case any one or more of the provisions of the Note Ordinance, this Resolution or of the Notes issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Note Ordinance, this Resolution or the Notes appertaining thereto, but the Note Ordinance, this Resolution and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in the Note Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

**Section 10.03 Further Authority.** The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.



The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

**Section 10.04 Governing Law.** This Resolution, the Note Ordinance and the Notes shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

**Section 10.05 Effective Date.** This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on January 8, 2008.

\_\_\_\_\_  
Carl Brewer, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**SCHEDULE I**  
**THE IMPROVEMENTS**



## EXHIBIT A

### ADDITIONAL TERMS OF THE NOTES

**Definitions.** The following terms defined in the Resolution shall have the meanings ascribed below:

“Note Ordinance” shall mean Ordinance No. \_\_\_\_\_ of the City, passed by the Governing Body on January 8, 2008, and authorizing and providing for the issuance of the Notes.

“Original Purchaser” means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the original purchaser of the Notes.

“Purchase Price” for the Notes shall be the par value of the Notes plus accrued interest to the date of delivery plus a premium of \$\_\_\_\_\_

**Interest Rate.** The Notes shall bear interest at the rate of \_\_\_\_\_% per annum.



**RESOLUTION NO. R-08-\_\_\_**

**OF THE**

**CITY OF WICHITA, KANSAS**

**AS ADOPTED JANUARY 8, 2008**

**AUTHORIZING THE ISSUANCE OF**

**\$8,015,000**

**GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES**

**SERIES 223**

**(TAXABLE UNDER FEDERAL LAW)**

**DATED FEBRUARY 7, 2008**



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## **RESOLUTION NO. R-08-\_\_\_**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT TEMPORARY NOTES, SERIES 223 (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$8,015,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS FOR THE INTERIM FINANCING OF COSTS IN CONNECTION WITH CERTAIN CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE NOTES, AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE NOTES.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), pursuant to Ordinance No. \_\_\_-\_\_\_ duly passed January 8, 2008 (the "Note Ordinance"), has authorized the issuance of the Notes in the aggregate principal amount of \$8,015,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Notes; and

WHEREAS, pursuant to and under the authority of various laws of the State of Kansas, the Governing Body of the City has duly taken various actions, including the adoption, and publication where necessary, of resolutions, ordinances and other proceedings as required by said laws, and has authorized and caused to be commenced the construction of those certain capital improvements in the City described in Schedule I which is attached to this Resolution and made a part hereof by reference as though fully set forth herein (which capital improvements as listed on Schedule I are herein collectively referred to as the "Improvements") and has provided that the costs thereof shall be paid, either in whole or in part, by the issuance of general obligation bonds of the City; and

WHEREAS, in accordance with the provisions of the Note Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Notes pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

### **ARTICLE I** **DEFINITIONS**

**Section 1.01 Definitions of Words and Terms.** In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions



shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” shall mean the Constitution of the State of Kansas (including particularly Article 12, Section 5 thereof), Charter Ordinance No. 156 of the City, K.S.A. 10-101 *et seq.*, K.S.A. 10-123, K.S.A. 13-1024c and K.S.A. 12-1770 *et seq.*, all as amended and supplemented, under the authority of which ordinances and statutes the Improvements were authorized and the Notes are issued.

“Authentication Date” shall mean the date on which a Note is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Note.

“Authorized Investments” shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:

- (A) For all purposes, including as defeasance investments in refunding escrow accounts:
  - (1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or
  - (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and
- (B) For all purposes other than defeasance investments in refunding escrow accounts:
  - (1) Obligations of any of the following Federal agencies which obligations represent the full faith and credit of the United States of America, including:
    - Export - Import Bank
    - Farmers Home Administration
    - General Services Administration
    - U. S. Maritime Administration
    - Small Business Administration
    - Government National Mortgage Association (GNMA)
    - U. S. Department of Housing & Urban Development (PHA's)
    - Federal Housing Administration;
  - (2) Bonds, notes or other evidences of indebtedness rated “AA” by Standard & Poor's, a Division of the McGraw-Hill Companies



("S&P") and "Aa2" by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;

- (3) Investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation;
- (4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of Kansas or of any agency, instrumentality or local governmental unit of such State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;
- (5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody's or S&P;
- (6) Repurchase agreements secured by direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation; and
- (7) Receipts evidencing ownership interests in securities or portions thereof in direct obligations of the United States Government or



any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation.

- (C) The value of the above investments shall be determined as of the end of each month. (See the definition of “Value” herein.)

“Bond Counsel” shall mean Kutak Rock LLP, Kansas City, Missouri, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“City” shall mean the City of Wichita, Kansas.

“City Clerk” shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk’s absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

“Costs of Issuance” shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Notes, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with investment of the proceeds of the Notes, and in connection with receiving municipal bond insurance and/or ratings on the Notes. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements.

“Date of Issuance” shall mean the date on which the Notes are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

“Dated Date” shall mean the dated date of the Notes which is February 7, 2008.

“Direct Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Director of Finance” shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance’s absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

“DTC” shall mean The Depository Trust Company and its successors or assigns.

“Fiscal Agent” shall mean the State Treasurer of Kansas, and its successors and assigns.

“Fiscal Year” shall mean the fiscal year of the City, currently being the 12-months ending each December 31.



“Governing Body” shall mean the duly elected and/or appointed and acting persons comprising the City Council of the City.

“Government Obligations” means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Improvement Account” shall mean the Improvement Account for the Improvements created by Article III hereof.

“Improvement Costs” shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State law.

“Improvements” shall mean the newly commenced capital improvements constructed in the City as described on Schedule I hereto or any Substitute Improvements.

“Indirect Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Interest Payment Date” shall be August 19, 2008.

“Letter of Representation” shall mean that certain Letter of Representation between the City and DTC with respect to the Notes.

“Maturity Date” means August 19, 2008.

“Mayor” shall mean the duly elected and acting Mayor of the City or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Municipal Bond Insurance Policy” shall mean, if applicable, the municipal bond insurance policy issued by Note Insurer insuring the payment when due of the principal of and interest on the Notes as described on Exhibit A to this Resolution.

“Note Insurer” mean any issuer of a Municipal Bond Insurance Policy described on Exhibit A to this Resolution.

“Note Ordinance” means the ordinance of the City authorizing the issuance of the Notes as further described on Exhibit A to this Resolution.



“Note Registrar” shall mean the City, or such other entity maintaining Registration Books on behalf of the City as set forth in Section 2.03 hereof, and its successors and assigns.

“Noteowner(s)” shall mean the Owner(s) of the Notes.

“Notes” shall mean the \$8,015,000 original principal amount of General Obligation Improvement Temporary Notes, Series 223 (Taxable Under Federal Law), dated as of February 7, 2008, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Note Ordinance and this Resolution.

“Original Purchaser” means the original purchaser of the Notes described on Exhibit A to this Resolution.

“Outstanding,” when used with reference to the Notes, shall mean, as of a particular date, all Notes theretofore authenticated and delivered under this Resolution, except (i) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation, (ii) Notes for which moneys for payment or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Paying Agent, the principal of and interest on the Notes being paid), or both, in the necessary amount have theretofore been deposited with the Paying Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to the Maturity Date of the Notes), and (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner(s)” or “Registered Owner(s)” shall mean, when used with respect to any Note, the person or entity in whose name the Note is registered as shown on the Registration Books maintained on behalf of the City.

“Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Paying Agent” shall mean the City, or such other entity acting on behalf of the City as Paying Agent for the Notes as set forth in Section 2.03 hereof, and its successors and assigns.

“Principal and Interest Account” shall mean the Principal and Interest Account created within the City’s Capital Project Fund pursuant to Article III hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Notes.

“Principal Payment Date” shall mean the Maturity Date.

“Purchase Price” means the original purchase price of the Notes described on Exhibit A to this Resolution.

“Record Date” shall mean fifteen days prior to the Maturity Date.



“Registration Books” shall mean the books maintained on behalf of the City by the Note Registrar for the registration and transfer from time to time of the ownership of the Notes.

“Resolution” or “Note Resolution” shall mean this Resolution No. R-08-\_\_\_\_, adopted by the Governing Body of the City on January 8, 2008, prescribing the terms and details of the Notes.

“State” shall mean the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements authorized pursuant to Section 4.08 of this Resolution.

“Value” shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

- (A) As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*) -- the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination,
- (B) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or in *The New York Times* -- the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the City in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service, and
- (C) As to certificates of deposit and banker’s acceptances — the face amount thereof, plus accrued interest.

## **ARTICLE II**

### **AUTHORIZATION, ISSUANCE AND DELIVERY OF NOTES**

**Section 2.01 Authorization of and Security for Notes.** Pursuant to the Note Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to provide interim financing for the Improvements, there shall be issued general obligation improvement temporary notes of the City (the “Notes”). In all matters relating to the issuance, registration and delivery of the Notes, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Notes shall be and constitute valid and legally binding general obligations of the City, and the full faith, credit and resources of the City are pledged by the Note Ordinance and this Note Resolution to the payment of the Notes and the interest thereon. The Notes are payable as to both principal and interest from the proceeds of general



obligation bonds which will subsequently be issued by the City for such purpose and/or from current revenues of the City available for such purposes, or the Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose. It is further anticipated that the Notes will be payable from tax increment generated from certain tax increment districts in the City.

**Section 2.02 Description and Details of Notes.** The Notes shall be issued in the total principal amount of \$8,015,000, and shall be designated “City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 223 (Taxable Under Federal Law).” The Notes shall be issued in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of the Notes. The Notes shall be dated the Dated Date, shall mature on the Maturity Date, and shall bear interest at the rate set forth on Exhibit A to this Resolution. The Notes shall bear interest from their Dated Date (computed on the basis of a 360-day year of 12 30-day months) and such interest shall become due and payable on the Interest Payment Date. The Notes shall not be subject to call for redemption and payment prior to the Maturity Date.

The Notes will initially be distributed in book-entry-only form through DTC, by depositing with DTC one certificate, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Notes. The manner of payment of the principal of and the interest on the Notes to DTC, and other matters relating to the distribution of the Notes in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.

Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Notes, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Notes in the form of fully registered certificates to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Notes shall be numbered in such manner as the Fiscal Agent shall determine.

**Section 2.03 Designation of Paying Agent and Note Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Notes.

So long as the Notes remain in book-entry-only form, the City shall act as the Note Registrar, through the Office of the City Clerk and shall act as Paying Agent through the Department of Finance, and shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Notes and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following Section 2.04(A) and as governed by the terms of the Letter of Representation.



In the event that the Notes should be issued and delivered in certificated form at any time after the initial delivery of the Notes, the City has designated and appointed the Kansas State Treasurer, Topeka, Kansas (herein sometimes referred to as the “Fiscal Agent”), as Note Registrar and Paying Agent for the Notes and the Mayor and City Clerk, or such other officer of the City as may be directed by the Mayor, are authorized to execute on behalf of the City any necessary agreements with the Fiscal Agent to effectuate this designation. The Fiscal Agent shall maintain Registration Books for the ownership of the Notes on behalf of the City.

**Section 2.04 Method and Place of Payment of Principal and Interest on Notes.**

(A) Notes Issued and Delivered in Book-Entry-Only Form. One certificate registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Notes will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificate will be immobilized in its custody. Purchases of the Notes in denominations permitted by Section 2.02 hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Notes on DTC’s records. The ownership interest of each actual purchaser of each Note (the “beneficial owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Notes will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Note Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Notes are Subsequently Issued. Principal of and interest on the Notes shall be payable in any coin or currency which, on the date of payment thereof, is legal tender for the payment of debts due in the United States of America. Principal of and interest on the Notes shall be paid to the owner of each Note upon presentation and surrender of the Note on the Maturity Date at the principal office of the Fiscal Agent. The Fiscal Agent shall maintain at its offices a record of the payment of principal and interest on the Notes.

**Section 2.05 Method of Execution and Authentication of Notes.** The Notes shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City’s official seal. The Notes shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Notes, with the City’s official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Notes shall be registered by the State Treasurer in the municipal bond register in her office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of



State Treasurer printed on the Notes, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature. Additionally, the Notes shall be countersigned by the manual or facsimile signature of the City Clerk, which countersignature shall be attested by the City's official seal affixed or imprinted opposite said countersignature.

Notwithstanding the provisions of the foregoing paragraph regarding the manner of and the method for the execution, registration and countersigning of the Notes, as a condition precedent to the authentication of the Notes by the Note Registrar and the issuance and delivery of the Notes to the Original Purchaser, one or more of the aforesaid signatures required to appear on the Notes shall be by manual signature of one or more of the aforementioned officials.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Note shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Notes issued under the Note Ordinance and this Resolution. For the initial delivery of the Notes, which will consist of one certificate in book-entry-only form as described in Section 2.04(A) hereof, the Notes shall be authenticated by the City Clerk.

**Section 2.06 Payment of Costs of Notes.** The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration and payment of the Notes except (i) reasonable fees and expenses in connection with the replacement of a Note or Notes mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration or payment of the Notes, or (iii) any additional costs or fees that might be incurred in the secondary market.

**Section 2.07 Form of Notes.** The definitive typewritten or printed form of the certificates representing the Notes issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act and for the interim financing of costs in connection with the Improvements. The Governing Body hereby approves the form and text of the certificates to be prepared for the Notes, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Notes and hereby further authorizes, orders and directs



Bond Counsel, in the event the Notes in certificated form are issued at any time after the initial issuance and delivery of the Notes, to prepare the form of and cause such certificated Notes to be printed.

**Section 2.08 Registration, Transfer and Exchange of Notes.** The Notes may be transferred only upon the Registration Books and upon the surrender thereof to the Fiscal Agent duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Fiscal Agent. Upon the surrender for transfer of any certificated Note at its office, the Fiscal Agent shall authenticate and deliver in the name of the transferee or transferees a new certificated Note or Notes of authorized denominations in the aggregate principal amount of the surrendered certificated Note. The Fiscal Agent may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Fiscal Agent, the Fiscal Agent shall transfer or exchange any Note(s) for new Note(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Note(s) presented for transfer or exchange. All Notes presented for transfer or exchange shall be surrendered to the Fiscal Agent for cancellation. Prior to delivery of any new Note(s) to the transferee, the Fiscal Agent shall register the same in the Registration Books and shall authenticate each such new Note.

The City and the Fiscal Agent shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by the Note Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Notes surrendered. The person(s) in whose name any Note is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Note shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Notes remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Notes, and such payments shall be made only to DTC in accordance with Section 2.04(A) of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

**Section 2.09 Mutilated, Lost, Stolen or Destroyed Notes.** In the event any certificate representing a Note is mutilated, lost, stolen or destroyed, the City shall execute, and the Note Registrar shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Note, such mutilated Note shall first be



surrendered to the Note Registrar, and, in the case of any lost, stolen or destroyed Note there shall first be furnished to the Note Registrar and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Note Registrar. In the event any such Note shall have matured, instead of issuing a duplicate note the City may pay the same without the surrender thereof. The City and the Note Registrar may charge to the Owner of such Note their reasonable fees and expenses in connection with the replacement of such Note or Notes.

**Section 2.10 Surrender and Cancellation of Notes.** Whenever any Outstanding Note shall be delivered to the Note Registrar after full payment thereof or for replacement pursuant to this Resolution, such Note shall be canceled and destroyed by the Note Registrar and counterparts of a Certificate of Destruction describing Notes so destroyed and evidencing such destruction shall be furnished by the Note Registrar to the City, or such Note shall be canceled and the canceled Note shall be returned to the City.

**Section 2.11 Execution and Delivery of Notes.** The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Notes without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement note certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Notes shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Note Registrar for authentication. When the Notes shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Notes shall immediately be applied by the City as hereinafter in this Resolution provided.

**Section 2.12 Official Statement.** The Governing Body hereby approves the form and content of the “deemed final” Preliminary Official Statement prepared for use in the initial offering and sale of the Notes, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City’s Debt Coordinator, including specifically the insertion of interest rates and yields for the Notes. The lawful use of the final Official Statement in the reoffering of the Notes by the Original Purchaser is hereby approved and authorized.



### **ARTICLE III**

#### **FUNDS AND ACCOUNTS**

**Section 3.01 Creation of Funds and Accounts.** Simultaneously with the issuance and delivery of the Notes, there shall be created within the Treasury of the City, the following designated funds and accounts:

- (A) Improvement Account for the City of Wichita, Kansas, General Obligation Renewal and Improvement Temporary Notes, Series 223; and
- (B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Improvement Temporary Notes, Series 223, to be created within the City's Capital Project Fund.

**Section 3.02 Administration of Accounts.** The accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Notes remain Outstanding.

### **ARTICLE IV**

#### **APPLICATION OF NOTE PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS**

**Section 4.01 Application of Note Proceeds.** Upon the issuance and delivery of the Notes, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by Article III of this Resolution, as follows:

- (A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Notes, and the portion of the Purchase Price which represents the premium, if any, paid on the Notes; and
- (B) The balance of the proceeds to the Improvement Account.

**Section 4.02 Disposition of Principal and Interest Account.** Moneys deposited in the Principal and Interest Account from the proceeds of the Notes, as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Notes on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of and the interest on the Notes, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

Upon the issuance of the City's general obligation bonds and/or future renewal temporary notes, as the case may be, for the purpose of paying the Notes, or any portion thereof, the proceeds from such general obligation bonds and/or renewal temporary notes shall be deposited into the Principal and Interest Account. Any other sums of moneys



which are designed for payment of the costs of the Notes, if any, shall likewise be deposited into the Principal and Interest Account.

**Section 4.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent.** The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Paying Agent, a sum sufficient in amount to pay the principal of and the interest on the Notes on the Maturity Date together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Notes as aforesaid. If, through the lapse of time or otherwise, the Owner of any Note shall no longer be entitled to enforce payment of such Note, it shall be the duty of the Paying Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Paying Agent in trust for and on behalf of the Owners of the Notes.

**Section 4.04 Surplus in Principal and Interest Account.** Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation note issues of the City shall be transferred and paid into the General Fund of the City.

**Section 4.05 Disposition of Improvement Account.** Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

**Section 4.06 Withdrawals from Improvement Account.** Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements, and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

**Section 4.07 Surplus in Improvement Account.** All moneys remaining in the Improvement Account after the completion of the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.

**Section 4.08 Substitution of Improvements.** The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing



the use of the proceeds of the Notes to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvements and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

## **ARTICLE V**

### **DEPOSITS AND INVESTMENT OF MONEYS**

**Section 5.01 Deposits.** Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

**Section 5.02 Investments.** Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month.

## **ARTICLE VI**

### **PROVISION FOR PAYMENT OF NOTES**

**Section 6.01 Levy and Collection of Annual Taxes.** Pursuant to the Note Ordinance, the Governing Body covenants that it shall make provision for the payment of the principal of and the interest on the Notes on the Maturity Date by the issuance of renewal temporary notes for that purpose or by the issuance of general obligation bonds of the City, as is warranted by the circumstances then existing; and further provided, that if the proceeds of such renewal temporary notes or general obligation bonds are insufficient to fully pay the maturing principal of and interest on the Notes on the Maturity Date, then said Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amounts available for the payment of the Notes. It is further anticipated that the Notes will be payable from tax increment revenues generated from a certain tax increment district in the City.

**Section 6.02 Disposition of Taxes; Untimely Receipt.** The proceeds derived from the various sources identified in the preceding Section shall be deposited into the



Principal and Interest Account when received; and shall be used to pay the principal of and the interest on the Notes on the Maturity Date; provided, if on the Maturity Date the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Notes because of an untimely collection and/or receipt of moneys from said sources, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said moneys.

## **ARTICLE VII** **DEFAULT AND REMEDIES**

**Section 7.01 Resolution Constitutes Contract; Remedies of Owners.** The provisions of the Note Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Notes at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

- (A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the constitution and laws of the State;
- (B) By suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (C) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

**Section 7.02 Rights of Owners; Limitations.** The covenants and agreements of the City contained herein, in the Note Ordinance and in the Notes shall be for the equal benefit, protection and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of any one Note over any other Note in the application of the moneys herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Notes. Nothing in this Resolution, in the Note Ordinance or in the Notes shall affect or impair the obligations of the City to



pay on the respective dates of maturity thereof, the principal of and the interest on the Notes to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Notes held by him, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Notes without reference to or consent of any other Owner.

**Section 7.03 Remedies Cumulative; Delay or Omission Not Waiver.** No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Note of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

## **ARTICLE VIII** **AMENDMENTS**

**Section 8.01 Amendments.** The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Improvements, or (iv) to provide for the issuance of coupon Notes and the exchange of the fully registered Notes for coupon Notes upon such terms and conditions as the City shall determine.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City



Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Notes then Outstanding:

- (A) Extend the Maturity Date of any Note;
- (B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Note;
- (C) Permit a preference or priority of any Note or Notes over any other Note or Notes; or
- (D) Reduce the percentage of the principal amount of the then Outstanding Notes for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

**Section 8.02 Written Evidence of Amendments.** Any and all modifications or amendments to this Resolution or of the Notes shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Notes then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Note any reference to such amendment or modification.

A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of the Note Ordinance and this Resolution, shall always be kept on file in the Office of the City Clerk and shall be made available for inspection by the Owner of any Note or the prospective purchaser or owner of any Note, and upon payment of the reasonable cost of preparing same, a certified copy of any such amendatory or supplemental ordinance or resolution of the Note Ordinance or this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

## **ARTICLE IX** **DEFEASANCE**

**Section 9.01 Defeasance.** When all or any part of the principal of and the interest on the Notes shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Note Ordinance and this Resolution shall cease and determine with respect to that principal and interest so paid. The Notes shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the Maturity Date of the Notes, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the



principal of the Notes and the interest thereon to the Maturity Date; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any moneys and Government Obligations which at any time shall be deposited with the Paying Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Notes or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Government Obligations so deposited with the Paying Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

**Section 10.01 Severability.** In case any one or more of the provisions of the Note Ordinance, this Resolution or of the Notes issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Note Ordinance, this Resolution or the Notes appertaining thereto, but the Note Ordinance, this Resolution and the Notes shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Notes or in the Note Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

**Section 10.02 Further Authority.** The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Notes, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Notes, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to



and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Notes and the Official Statement.

**Section 10.03 Governing Law.** This Resolution, the Note Ordinance and the Notes shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

**Section 10.04 Effective Date.** This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita,  
Kansas, on January 8, 2008.

\_\_\_\_\_  
Carl Brewer, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**SCHEDULE I**  
**THE IMPROVEMENTS**



## EXHIBIT A

### ADDITIONAL TERMS OF THE NOTES

**Definitions.** The following terms defined in the Resolution shall have the meanings ascribed below:

“Note Ordinance” shall mean Ordinance No. \_\_\_\_\_ of the City, passed by the Governing Body on January 8, 2008, and authorizing and providing for the issuance of the Notes.

“Original Purchaser” means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the original purchaser of the Notes.

“Purchase Price” for the Notes shall be the par value of the Notes plus accrued interest to the date of delivery plus a premium of \$\_\_\_\_\_

**Interest Rate.** The Notes shall bear interest at the rate of \_\_\_\_\_% per annum.



**RESOLUTION NO. 08-\_\_\_\_**

**OF THE**

**CITY OF WICHITA, KANSAS**

**AS ADOPTED JANUARY 8, 2008**

**AUTHORIZING THE ISSUANCE OF**

**\$11,860,000**

**GENERAL OBLIGATION BONDS**

**SERIES 792**

**DATED FEBRUARY 1, 2008**



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## **RESOLUTION NO. 08-\_\_\_**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 792, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$11,860,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City”), pursuant to the Bond Ordinance (as herein defined), has authorized the issuance of the Bonds in the aggregate principal amount of \$11,860,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Bonds; and

WHEREAS, in accordance with the provisions of the Bond Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Bonds pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

### **ARTICLE I** **DEFINITIONS**

**Section 1.01 Definitions of Words and Terms.** In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” shall mean K.S.A. 10-101 *et seq.*, as amended and supplemented, and K.S.A. 12-6a01 *et seq.*, as amended and supplemented, under the authority of which statutes the Improvements are authorized and the Bonds are issued.

“Authentication Date” shall mean the date on which a Bond is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Bond.

“Authorized Investments” shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:



- (A) For all purposes, including as defeasance investments in refunding escrow accounts:
- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or
  - (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and
- (B) For all purposes other than defeasance investments in refunding escrow accounts:
- (1) Obligations of any of the following Federal agencies which obligations represent the full faith and credit of the United States of America, including:
    - Export - Import Bank
    - Farmers Home Administration
    - General Services Administration
    - U.S. Maritime Administration
    - Small Business Administration
    - Government National Mortgage Association (GNMA)
    - U.S. Department of Housing & Urban Development (PHA's)
    - Federal Housing Administration;
  - (2) Bonds, notes or other evidences of indebtedness rated "AA" by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and "Aa2" by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;
  - (3) Investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation;
  - (4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of Kansas or of any agency, instrumentality or local governmental unit of such State which are not callable at the option of the obligor prior to maturity or as to



which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of S&P and Moody’s, or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

- (5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody’s or S&P;
  - (6) Repurchase agreements secured by direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation; and
  - (7) Receipts evidencing ownership interests in securities or portions thereof in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation.
- (C) The value of the above investments shall be determined as of the end of each month. (See the definition of “Value” herein.)

“Bond Counsel” shall mean Kutak Rock LLP, Kansas City, Missouri, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“Bond Insurer” mean any issuer of a Municipal Bond Insurance Policy described on Exhibit A to this Resolution.



“Bond Ordinance” means the ordinance authorizing the issuance of the Bonds as further described on Exhibit A to this Resolution.

“Bond Registrar” shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

“Bondowner(s)” shall mean the Owner(s) of the Bonds.

“Bonds” shall mean the \$11,860,000 original principal amount of General Obligation Bonds, Series 792, dated February 1, 2008, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

“Certificate as to Arbitrage and Related Tax Matters” shall mean the Certificate as to Arbitrage and Related Tax Matters, dated as of and delivered on the Date of Issuance, executed by the City, relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

“City” shall mean the City of Wichita, Kansas.

“City Clerk” shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk’s absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended, or such other general Federal tax code as shall be adopted by the United States Congress in substitution therefor, together with regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Bonds or investment of the proceeds of the Bonds, and in connection with receiving municipal bond insurance and/or ratings on the Bonds. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements.

“Date of Issuance” shall mean the date on which the Bonds are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

“Dated Date” shall mean the dated date of the Bonds which is February 1, 2008.

“Debt Service” shall mean the scheduled amount of interest and maturing principal payable on the Bonds for a single Bond Year, as described in the Code.



“Debt Service Fund” shall mean the Debt Service Fund of the City created, held and administered solely for the purpose of receiving and disbursing funds for the payment of the City’s general obligation indebtedness.

“Direct Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Director of Finance” shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance’s absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

“DTC” shall mean The Depository Trust Company and its successors or assigns.

“Excess Earnings Account” shall mean the Excess Earnings Account created pursuant to Article IV hereof.

“Fiscal Agent” shall mean the Bond Registrar and/or the Paying Agent.

“Fiscal Year” shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

“Governing Body” shall mean the duly elected and/or appointed and acting persons comprising the City Council of the City.

“Government Obligations” means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Improvement Account” shall mean the Improvement Account for the Improvements created by Article IV hereof.

“Improvement Costs” shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds, unless such amounts are entitled to be reimbursed under State and Federal law.

“Improvements” shall mean the capital improvements constructed in the City as described on Schedule I hereto or any Substitute Improvements.

“Indirect Participants” shall have the meaning set forth in and defined by the Letter of Representation.



“Interest Payment Dates” shall be March 1 and September 1 of each year commencing March 1, 2009, and ending September 1, 2023 or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

“Letter of Representation” shall mean that certain Letter of Representation between the City and DTC with respect to the Bonds.

“Mayor” shall mean the duly elected and acting Mayor of the City or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Municipal Bond Insurance Policy” shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on Exhibit A to this Resolution.

“Original Proceeds” shall mean all of the proceeds, including accrued interest, derived from the sale of the Bonds to the Original Purchaser.

“Original Purchaser” means the original purchaser of the Bonds described on Exhibit A to this Resolution.

“Outstanding,” when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Resolution, except (i) Bonds theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Bonds for which payment or redemption moneys or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal, redemption premium, if any, and interest on the Bonds being paid or redeemed), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to maturity or the Redemption Date of the Bonds), and (iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

“Owner(s)” or “Registered Owner(s)” shall mean, when used with respect to any Bond, the person or entity in whose name the Bond is registered as shown on the Registration Books maintained by the Fiscal Agent.

“Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Paying Agent” shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

“Principal and Interest Account” shall mean the Principal and Interest Account created within the City’s Debt Service Fund pursuant to Article IV hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Bonds.



“Principal Payment Date” shall mean September 1 of each year, commencing September 1, 2009, and ending September 1, 2023, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

“Purchase Price” means the original purchase price of the Bonds described on Exhibit A to this Resolution.

“Record Date” shall mean the 15th day of a month next preceding an Interest Payment Date.

“Registration Books” shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Bonds.

“Resolution” or “Bond Resolution” shall mean this Resolution, adopted by the Governing Body of the City on January 8, 2008, prescribing the terms and details of the Bonds.

“State” shall mean the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements authorized pursuant to Section 5.08 of this Resolution.

“Term Bonds” means the Term Bonds, if any, described on Exhibit A to this Resolution.

“Value” shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

- (A) As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*) -- the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination,
- (B) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or in *The New York Times* -- the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the City in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service, and
- (C) As to certificates of deposit and bankers acceptances — the face amount thereof, plus accrued interest.



**ARTICLE II**  
**AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS**

**Section 2.01 Authorization of and Security for Bonds.** Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the “Bonds”). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and the interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefitted from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

**Section 2.02 Description and Details of Bonds.** The Bonds shall be issued in the total principal amount of \$11,860,000 and shall be designated “City of Wichita, Kansas, General Obligation Bonds, Series 792.” All of the Bonds shall be dated the Dated Date, shall become due on the dates set forth on Exhibit A to this Resolution (the “Principal Payment Dates”). The Bonds shall bear interest at the rates described on Exhibit A to this Resolution (computed on the basis of a 360-day year of 12 30-day months) and shall be payable on the Interest Payment Dates.

The Bonds shall be issued in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Dates, and shall be numbered in such manner as the Fiscal Agent shall determine. The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective Date of Authentication, unless such effective Date of Authentication shall be prior to the first Interest Payment Date in which case the Bonds shall bear interest from the Dated Date.

The Bonds will be issued and distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate for each maturity in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. The manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.



Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Bonds in the form of fully registered certificates in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount thereof maturing on any Principal Payment Date, to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

**Section 2.03 Designation of Paying Agent and Bond Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following Section 2.04(A) and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following Section 2.04(B).

**Section 2.04 Method and Place of Payment of Principal and Interest on Bonds.**

(A) **Bonds Issued and Delivered in Book-Entry-Only Form.** One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by Section 2.02 hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on



the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Bonds are Subsequently Issued. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Bonds shall be paid to the Owner of each Bond upon presentation and surrender of the Bond to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Bond. The interest on the Bonds shall be mailed by the Paying Agent to the Owner of each Bond at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Bond Registrar.

**Section 2.05 Method of Execution and Authentication of Bonds.** The Bonds shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in her office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Bonds issued under the Bond Ordinance and this Resolution.



**Section 2.06 Payment of Costs of Bonds.** The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

**Section 2.07 Form of Bonds.** The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The Governing Body hereby approves the form and text of the certificates to be prepared for the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at any time after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

**Section 2.08 Registration, Transfer and Exchange of Bonds.** In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange any Bond(s) for new Bond(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange. All Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation. Prior to delivery of any new Bond(s) to the transferee, the Bond Registrar shall register the same in the Registration Books and shall authenticate each such new Bond.

The City and the Bond Registrar shall not be required to issue, register, transfer or exchange any Bonds during a period beginning on the day following the Record Date



preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with Section 2.04(A) of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

**Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate bond the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Bond their reasonable fees and expenses in connection with the replacement of such Bond or Bonds.

**Section 2.10 Surrender and Cancellation of Bonds.** Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Bond shall be canceled and the canceled Bond shall be returned to the City.

**Section 2.11 Execution and Delivery of Bonds.** The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original



Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

**Section 2.12 Official Statement.** The Governing Body hereby approves the form and content of the “deemed final” Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City’s debt coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

### **ARTICLE III** **REDEMPTION OF BONDS**

**Section 3.01 Optional Redemption.** The Bonds maturing September 1, 2009 to September 1, 2015, inclusive, shall mature and become due on their respective maturity dates without the option of prior redemption and payment. At the option of the City, the Bonds maturing September 1, 2016, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after September 1, 2015. Bonds called for redemption and payment may be called in whole or in part at any time from and after the first date authorized for redemption as aforesaid (the date being so set for redemption and payment being referred to as the “Redemption Date”). Bonds called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), as follows, plus accrued interest to the Redemption Date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
September 1, 2015, through August 31, 2016	101.00%
September 1, 2016, through August 31, 2017	100.50%
September 1, 2017, and thereafter	100.00%

**Section 3.02 Sinking Fund Redemption.** Any Term Bonds shall also be subject to mandatory redemption and payment as described on Exhibit A to this Resolution.

**Section 3.03 Selection of Bonds to be Redeemed.** The Bonds shall be redeemed only in face amounts of \$5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of \$5,000.



In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then, for all purposes in connection with such redemption, each \$5,000 of face value of a Bond shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Bond to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the \$5,000 unit or units of face value of the Bond called for redemption, and (ii) for exchange, without charge to the Owner, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any Bond of a denomination greater than \$5,000 of which one or more, but not all, of the \$5,000 units of face value thereof has been selected for redemption shall fail to present such Bond as aforesaid, the \$5,000 units of the face value of such Bond which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unrepresented \$5,000 units of face value from and after the Redemption Date.

**Section 3.04 Notice of Redemption.** The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

**Section 3.05 Deposit of Moneys for and Payment of Redemption Price.** On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and



in the amount of the unredeemed portion of such Bond as provided by Section 3.02 above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

**Section 3.06 Effect of Call for Redemption.** Whenever any Bond, or one or more of the \$5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the \$5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

#### **ARTICLE IV** **FUNDS AND ACCOUNTS**

**Section 4.01 Creation of Funds and Accounts.** Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following designated funds and accounts:

- (A) Improvement Account for the City of Wichita, Kansas, General Obligation Bonds, Series 792;
- (B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 792, to be created within the City's Debt Service Fund; and
- (C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Bonds, Series 792.

**Section 4.02 Administration of Funds and Accounts.** The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Bonds remain Outstanding.

#### **ARTICLE V** **APPLICATION OF BOND PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS**

**Section 5.01 Application of Bond Proceeds.** Upon the issuance and delivery of the Bonds, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by Article IV of this Resolution, as follows:

- (A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Bonds and the portion of the Purchase Price which represents the premium, if any, paid on the Bonds; and
- (B) The balance of the proceeds to the Improvement Account.



**Section 5.02 Disposition of Principal and Interest Account.** Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of, premium, if any, and the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

**Section 5.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent.** The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

**Section 5.04 Surplus in Principal and Interest Account.** Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation bond issues of the City shall be transferred and paid into the General Fund of the City.

**Section 5.05 Disposition of Improvement Account.** Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

**Section 5.06 Withdrawals from Improvement Account.** Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

**Section 5.07 Surplus in Improvement Account.** All moneys remaining in the Improvement Account after the completion of the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.



**Section 5.08 Substitution of Improvements.** The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvements and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

## **ARTICLE VI** **DEPOSITS AND INVESTMENT OF MONEYS**

**Section 6.01 Deposits.** Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by the Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

**Section 6.02 Investments.** Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

### **Section 6.03 Deposits into and Application of Moneys in Excess Earnings Account.**

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings



Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the “Rebate Amounts”). Any funds remaining in the Excess Earnings Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City’s General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City’s obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Bonds.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Bonds shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.



**ARTICLE VII**  
**PROVISION FOR PAYMENT OF BONDS**

**Section 7.01 Levy and Collection of Annual Taxes.** Pursuant to the Bond Ordinance, the Governing Body covenants that it shall annually make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

**Section 7.02 Disposition of Taxes; Untimely Receipt.** The proceeds derived from the aforesaid annual taxes shall be deposited into the Principal and Interest Account when received; provided, if at any time the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

**ARTICLE VIII**  
**DEFAULT AND REMEDIES**

**Section 8.01 Resolution Constitutes Contract; Remedies of Owners.** The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

- (A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Bond Ordinance and this Resolution or by the constitution and laws of the State;
- (B) By suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (C) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.



**Section 8.02 Rights of Owners; Limitations.** The covenants and agreements of the City contained herein, in the Bond Ordinance and in the Bonds shall be for the equal benefit, protection and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of any one Bond over any other Bond in the application of the moneys herein pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by such Owner, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Bonds without reference to or consent of any other Owner.

**Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver.** No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Bond of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

## **ARTICLE IX** **AMENDMENTS**

**Section 9.01 Amendments.** The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any



ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (v) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Bonds then Outstanding:

- (A) Extend the maturity of any payment of principal or interest due upon any Bond;
- (B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Bond;
- (C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or
- (D) Reduce the percentage of the principal amount of the then Outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

**Section 9.02 Written Evidence of Amendments.** Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.



A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of the Bond Ordinance and this Resolution, shall always be kept on file in the Office of the City Clerk and shall be made available for inspection by the Owner of any Bond or the prospective purchaser or owner of any Bond, and upon payment of the reasonable cost of preparing same, a certified copy of any such amendatory or supplemental ordinance or resolution of the Bond Ordinance or this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

## **ARTICLE X** **DEFEASANCE**

**Section 10.01 Defeasance.** When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance and this Resolution shall cease and determine with respect to that principal, premium and interest so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the maturity or redemption date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

## **ARTICLE XI** **MISCELLANEOUS PROVISIONS**

**Section 11.01 Tax Covenants.** The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the



Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.

The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

**Section 11.02 Severability.** In case any one or more of the provisions of the Bond Ordinance, this Resolution or of the Bonds issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance, this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

**Section 11.03 Further Authority.** The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall



approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

**Section 11.04 Governing Law.** This Resolution, the Bond Ordinance and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

**Section 11.05 Effective Date.** This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita,  
Kansas, on January 8, 2008.

\_\_\_\_\_  
Carl Brewer, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**SCHEDULE I**  
**THE IMPROVEMENTS**



**EXHIBIT A**  
**ADDITIONAL TERMS OF THE BONDS**

**Definitions.** The following terms defined in the Resolution shall have the meanings ascribed below

“Bond Insurer” shall mean \_\_\_\_\_ and its successors or assigns.

“Bond Ordinance” means Ordinance No. \_\_\_\_\_ of the City, passed by the Governing Body on January 8, 2008, and authorizing and providing for the issuance of the Bonds.

“Original Purchaser” means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the original purchaser of the Bonds.

“Purchase Price” for the Bonds shall be the par value of the Bonds plus accrued interest to the date of delivery plus a premium of \$\_\_\_\_\_.

**Maturity Schedule.** All of the Bonds shall become due on the dates and shall bear interest at the rates per annum as follows:

<b><u>Maturity Date</u></b>	<b><u>Maturing Principal</u></b>	<b><u>Interest Rate</u></b>
September 1, 2009	\$ 590,000	%
September 1, 2010	615,000	%
September 1, 2011	640,000	%
September 1, 2012	665,000	%
September 1, 2013	690,000	%
September 1, 2014	720,000	%
September 1, 2015	750,000	%
September 1, 2016	780,000	%
September 1, 2017	810,000	%
September 1, 2018	845,000	%
September 1, 2019	875,000	%
September 1, 2020	915,000	%
September 1, 2021	950,000	%
September 1, 2022	990,000	%
September 1, 2023	1,025,000	%



**RESOLUTION NO. 08-\_\_\_\_**

**OF THE**

**CITY OF WICHITA, KANSAS**

**AS ADOPTED JANUARY 8, 2008**

**AUTHORIZING THE ISSUANCE OF**

**\$3,390,000**

**GENERAL OBLIGATION BONDS**

**SERIES 792A**

**DATED FEBRUARY 1, 2008**



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## **RESOLUTION NO. 08-\_\_\_\_\_**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 792A, OF THE CITY OF WICHITA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$3,390,000, FOR THE PURPOSE OF PROVIDING THE NECESSARY FUNDS TO PAY COSTS IN CONNECTION WITH THE MAKING OF CAPITAL IMPROVEMENTS IN THE CITY; PRESCRIBING THE TERMS AND DETAILS OF THE BONDS; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT TO THE BONDS.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the “City”), pursuant to the Bond Ordinance (as herein defined), has authorized the issuance of the Bonds in the aggregate principal amount of \$3,390,000 and provided for the levy and collection of an annual tax for the purpose of providing for the payment of the principal of and interest on the Bonds; and

WHEREAS, in accordance with the provisions of the Bond Ordinance, the Governing Body hereby finds and determines that it is necessary to prescribe the terms and details of the Bonds pursuant to this Resolution, and to make certain other covenants and agreements with respect thereto;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

### **ARTICLE I** **DEFINITIONS**

**Section 1.01 Definitions of Words and Terms.** In addition to words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” shall mean K.S.A. 10-101 *et seq.*, as amended and supplemented, and K.S.A. 12-6a01 *et seq.*, as amended and supplemented, under the authority of which statutes the Improvements are authorized and the Bonds are issued.

“Authentication Date” shall mean the date on which a Bond is registered and authenticated by the Fiscal Agent as shown on a Certificate of Authentication printed on the Bond.

“Authorized Investments” shall mean any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the City pursuant to this Resolution:



- (A) For all purposes, including as defeasance investments in refunding escrow accounts:
- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following paragraph (2)), or
  - (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America; and
- (B) For all purposes other than defeasance investments in refunding escrow accounts:
- (1) Obligations of any of the following Federal agencies which obligations represent the full faith and credit of the United States of America, including:
    - Export - Import Bank
    - Farmers Home Administration
    - General Services Administration
    - U.S. Maritime Administration
    - Small Business Administration
    - Government National Mortgage Association (GNMA)
    - U.S. Department of Housing & Urban Development (PHA's)
    - Federal Housing Administration;
  - (2) Bonds, notes or other evidences of indebtedness rated "AA" by Standard & Poor's, a Division of the McGraw-Hill Companies ("S&P") and "Aa2" by Moody's Investor Services ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding four years;
  - (3) Investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation;
  - (4) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of Kansas or of any agency, instrumentality or local governmental unit of such State which are not callable at the option of the obligor prior to maturity or as to



which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of S&P and Moody’s, or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

- (5) Investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in any of the three highest rating categories by Moody’s or S&P;
  - (6) Repurchase agreements secured by direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation; and
  - (7) Receipts evidencing ownership interests in securities or portions thereof in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation.
- (C) The value of the above investments shall be determined as of the end of each month. (See the definition of “Value” herein.)

“Bond Counsel” shall mean Kutak Rock LLP, Kansas City, Missouri, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“Bond Insurer” mean any issuer of a Municipal Bond Insurance Policy described on Exhibit A to this Resolution.



“Bond Ordinance” means the ordinance authorizing the issuance of the Bonds as further described on Exhibit A to this Resolution.

“Bond Registrar” shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

“Bondowner(s)” shall mean the Owner(s) of the Bonds.

“Bonds” shall mean the \$3,390,000 original principal amount of General Obligation Bonds, Series 792A, dated February 1, 2008, of the City of Wichita, Kansas, which are authorized by and will be issued pursuant to the authority of the Bond Ordinance and this Resolution.

“Certificate as to Arbitrage and Related Tax Matters” shall mean the Certificate as to Arbitrage and Related Tax Matters, dated as of and delivered on the Date of Issuance, executed by the City, relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

“City” shall mean the City of Wichita, Kansas.

“City Clerk” shall mean the duly appointed and acting City Clerk of the City, or in the City Clerk’s absence (or in the event of a vacancy in such office) any Deputy City Clerk or Acting City Clerk of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended, or such other general Federal tax code as shall be adopted by the United States Congress in substitution therefor, together with regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” shall mean any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including, but not limited to, publication, printing, signing and mailing expenses, registration fees, fees and expenses of the Fiscal Agent, fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with determining the Yield on the Bonds or investment of the proceeds of the Bonds, and in connection with receiving municipal bond insurance and/or ratings on the Bonds. An amount for Costs of Issuance has been factored into the total final cost of each capital improvement comprising the Improvements.

“Date of Issuance” shall mean the date on which the Bonds are delivered to the Original Purchaser and the City receives from the Original Purchaser the full purchase price therefor.

“Dated Date” shall mean the dated date of the Bonds which is February 1, 2008.

“Debt Service” shall mean the scheduled amount of interest and maturing principal payable on the Bonds for a single Bond Year, as described in the Code.



“Debt Service Fund” shall mean the Debt Service Fund of the City created, held and administered solely for the purpose of receiving and disbursing funds for the payment of the City’s general obligation indebtedness.

“Direct Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Director of Finance” shall mean the duly appointed and acting Director of Finance of the City, or in the Director of Finance’s absence, the duly appointed Assistant Director of Finance or Acting Director of Finance of the City.

“DTC” shall mean The Depository Trust Company and its successors or assigns.

“Excess Earnings Account” shall mean the Excess Earnings Account created pursuant to Article IV hereof.

“Fiscal Agent” shall mean the Bond Registrar and/or the Paying Agent.

“Fiscal Year” shall mean the fiscal year of the City, currently being the 12-months ending each December 31.

“Governing Body” shall mean the duly elected and/or appointed and acting persons comprising the City Council of the City.

“Government Obligations” means (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the following phrase (ii)), or (ii) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Improvement Account” shall mean the Improvement Account for the Improvements created by Article IV hereof.

“Improvement Costs” shall mean the amount of capital expenditures for an Improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Improvement Costs and (b) any Improvement Costs which have been previously paid by the City or by any eligible source of funds, unless such amounts are entitled to be reimbursed under State and Federal law.

“Improvements” shall mean the capital improvements constructed in the City as described on Schedule I hereto or any Substitute Improvements.

“Indirect Participants” shall have the meaning set forth in and defined by the Letter of Representation.



“Interest Payment Dates” shall be March 1 and September 1 of each year commencing March 1, 2009, and ending September 1, 2028, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

“Letter of Representation” shall mean that certain Letter of Representation between the City and DTC with respect to the Bonds.

“Mayor” shall mean the duly elected and acting Mayor of the City or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Municipal Bond Insurance Policy” shall mean, if applicable, the municipal bond insurance policy issued by Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on Exhibit A to this Resolution.

“Original Proceeds” shall mean all of the proceeds, including accrued interest, derived from the sale of the Bonds to the Original Purchaser.

“Original Purchaser” means the original purchaser of the Bonds described on Exhibit A to this Resolution.

“Outstanding,” when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Resolution, except (i) Bonds theretofore canceled by the Fiscal Agent or delivered to the Fiscal Agent for cancellation, (ii) Bonds for which payment or redemption moneys or Government Obligations (the principal of and the interest on which Government Obligations, if any, when due, provide sufficient moneys to pay, with such other moneys so deposited with the Fiscal Agent, the principal, redemption premium, if any, and interest on the Bonds being paid or redeemed), or both, in the necessary amount have theretofore been deposited with the Fiscal Agent, or other depository as provided in this Resolution, in trust for the Owners thereof (whether upon or prior to maturity or the Redemption Date of the Bonds), and (iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

“Owner(s)” or “Registered Owner(s)” shall mean, when used with respect to any Bond, the person or entity in whose name the Bond is registered as shown on the Registration Books maintained by the Fiscal Agent.

“Participants” shall have the meaning set forth in and defined by the Letter of Representation.

“Paying Agent” shall mean the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

“Principal and Interest Account” shall mean the Principal and Interest Account created within the City’s Debt Service Fund pursuant to Article IV hereof, which is created and shall be held and administered solely for the purpose of receiving and disbursing funds for the payment of the Bonds.



“Principal Payment Date” shall mean September 1 of each year, commencing September 1, 2009, and ending September 1, 2028, or until such other date as all of the Bonds shall have been paid or provision for such payment has been made.

“Purchase Price” means the original purchase price of the Bonds described on Exhibit A to this Resolution.

“Record Date” shall mean the 15th day of a month next preceding an Interest Payment Date.

“Registration Books” shall mean the books maintained on behalf of the City by the Fiscal Agent for the registration and transfer from time to time of the ownership of the Bonds.

“Resolution” or “Bond Resolution” shall mean this Resolution adopted by the Governing Body of the City on January 8, 2008, prescribing the terms and details of the Bonds.

“State” shall mean the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements authorized pursuant to Section 5.08 of this Resolution.

“Term Bonds” means the Term Bonds, if any, described on Exhibit A to this Resolution.

“Value” shall mean the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

- (A) As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*) -- the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination,
- (B) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or in *The New York Times* -- the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the City in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service, and
- (C) As to certificates of deposit and bankers acceptances — the face amount thereof, plus accrued interest.



**ARTICLE II**  
**AUTHORIZATION, ISSUANCE AND DELIVERY OF BONDS**

**Section 2.01 Authorization of and Security for Bonds.** Pursuant to the Bond Ordinance, the Governing Body has authorized, ordered and directed that in order to provide the necessary funds to pay the Improvement Costs, there shall be issued general obligation bonds of the City (the “Bonds”). In all matters relating to the issuance, registration and delivery of the Bonds, the City shall comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

The Bonds shall be and constitute valid and legally binding general obligations of the City, and shall be payable as to both the principal of and the interest thereon from the collection of special assessment taxes which have been levied against real properties in the City which benefitted from the Improvements, and if not so paid, then said principal and interest shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property within the territorial limits of the City. Pursuant to the Bond Ordinance, the full faith, credit and resources of the City are irrevocably pledged to secure the prompt payment of the principal of and the interest on the Bonds as the same severally becomes due and payable.

**Section 2.02 Description and Details of Bonds.** The Bonds shall be issued in the total principal amount of \$3,390,000 and shall be designated “City of Wichita, Kansas, General Obligation Bonds, Series 792A.” All of the Bonds shall be dated the Dated Date, shall become due on the dates set forth on Exhibit A to this Resolution (the “Principal Payment Dates”). The Bonds shall bear interest at the rates described on Exhibit A to this Resolution (computed on the basis of a 360-day year of 12 30-day months) and shall be payable on the Interest Payment Dates.

The Bonds shall be issued in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Dates, and shall be numbered in such manner as the Fiscal Agent shall determine. The Bonds shall bear interest from the Interest Payment Date immediately preceding their effective Date of Authentication, unless such effective Date of Authentication shall be prior to the first Interest Payment Date in which case the Bonds shall bear interest from the Dated Date.

The Bonds will be issued and distributed in book-entry-only form through DTC, by depositing with DTC (or the Fiscal Agent as agent for DTC) one certificate for each maturity in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. The manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the Letter of Representation, which the Director of Finance is hereby authorized to execute and deliver on behalf of the City.



Subject to the operational arrangements of DTC, in the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that continuation of the book-entry-only system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause replacement Bonds in the form of fully registered certificates in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount thereof maturing on any Principal Payment Date, to be authenticated and delivered to the beneficial owners (to the extent such beneficial owners can be identified by the City). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

**Section 2.03 Designation of Paying Agent and Bond Registrar.** Pursuant to K.S.A. 10-620 *et seq.*, as amended and supplemented, the Governing Body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds. The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as the initial Paying Agent and Bond Registrar for the Bonds; provided, however, the City reserves the right, in its sole discretion, to designate successor Paying Agents and Bond Registrars with respect to the Bonds upon fifteen (15) days' written notice to the then acting Paying Agent and Bond Registrar. The Mayor and City Clerk are authorized and empowered to execute on behalf of the City all necessary agreements with the initial or any successor Bond Registrar and Paying Agent in connection with such designation.

The Paying Agent shall make payment directly to DTC, as the Owner, for the principal of and the interest on the Bonds and DTC will remit such principal and interest to its Direct Participants for distribution to the beneficial owners in the manner set forth in the following Section 2.04(A) and as governed by the terms of the Letter of Representation.

In the event that the Bonds should be issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Fiscal Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City and the Paying Agent will make payment for the Bonds directly to the Owners as shown by said Registration Books in the manner set forth in the following Section 2.04(B).

**Section 2.04 Method and Place of Payment of Principal and Interest on Bonds.**

(A) **Bonds Issued and Delivered in Book-Entry-Only Form.** One certificate per maturity registered in the name of DTC's nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York (or to the Fiscal Agent as agent for DTC) and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by Section 2.02 hereof must be made by or through Direct Participants of DTC, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") is in turn to be recorded on



the Direct and Indirect Participants' records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

(B) In the Event Certificated Bonds are Subsequently Issued. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent. The principal of and premium, if any, on the Bonds shall be paid to the Owner of each Bond upon presentation and surrender of the Bond to the Paying Agent for payment and cancellation on the maturity date or redemption date, as the case may be, of the Bond. The interest on the Bonds shall be mailed by the Paying Agent to the Owner of each Bond at the Owner's address as it appears on the Registration Books on the Record Dates, or at such other address as is provided in writing by such Owner to the Bond Registrar.

**Section 2.05 Method of Execution and Authentication of Bonds.** The Bonds shall be executed for and on behalf of the City by the manual or facsimile signatures of its Mayor and City Clerk, and shall have impressed or imprinted thereon a true impression or a printed facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk, on a Certificate of Registration printed on the Bonds, with the City's official seal or a facsimile thereof, impressed or imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in her office, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer and/or the Assistant State Treasurer on a Certificate of State Treasurer printed on the Bonds, attested by a true impression or a printed facsimile of the State Treasurer's official seal opposite such signature.

In case any officer of the City or of the State whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Fiscal Agent, and such duly executed Certificate of Authentication shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication shall be deemed to have been duly executed by the Fiscal Agent when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or signatory of the Fiscal Agent manually sign the Certificate of Authentication on all Bonds issued under the Bond Ordinance and this Resolution.



**Section 2.06 Payment of Costs of Bonds.** The City shall pay all fees and expenses incurred in connection with the printing, issuance, transfer, exchange, registration, redemption and payment of the Bonds, including the fees and expenses of the Fiscal Agent, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds, or (iii) any additional costs or fees that might be incurred in the secondary market.

**Section 2.07 Form of Bonds.** The definitive typewritten or printed form of the certificates representing the Bonds issued under this Resolution, including the registration certificates and certificate of authentication thereon, shall be in the form required by the laws of the State of Kansas, and shall contain the usual and required recitals and provisions, including a recital that they are issued under the authority of the Act. The Governing Body hereby approves the form and text of the certificates to be prepared for the Bonds, and hereby authorizes, orders and directs Bond Counsel to prepare the certificates to be used for the initial delivery of the Bonds and hereby further authorizes, orders and directs Bond Counsel, in the event the Bonds in certificated form are issued at any time after the initial issuance and delivery of the Bonds, to prepare the form of and cause such certificated Bonds to be printed.

**Section 2.08 Registration, Transfer and Exchange of Bonds.** In the event the Bonds are subsequently issued in certificated form, the City shall cause books evidencing the registration and transfer of the ownership of the Bonds as provided in this Resolution to be kept by the Bond Registrar (the "Registration Books"), and the Bonds may be transferred only upon the Registration Books and upon the surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Owner thereof, or his agent, in such form as shall be satisfactory to the Bond Registrar. Upon the surrender for transfer of any certificated Bond at its office, the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new certificated Bond or Bonds of authorized denominations in the aggregate principal amount of the surrendered certificated Bond. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to such transfer or exchange.

Upon the presentation of the necessary documents as hereinbefore described at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange any Bond(s) for new Bond(s) in an authorized denomination of the same maturity and for the same aggregate principal amount as the Bond(s) presented for transfer or exchange. All Bonds presented for transfer or exchange shall be surrendered to the Bond Registrar for cancellation. Prior to delivery of any new Bond(s) to the transferee, the Bond Registrar shall register the same in the Registration Books and shall authenticate each such new Bond.

The City and the Bond Registrar shall not be required to issue, register, transfer or exchange any Bonds during a period beginning on the day following the Record Date



preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Bond Ordinance and this Resolution and shall be entitled to all of the security and benefits hereof and pledges made herein to the same extent as the Bonds surrendered. The person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of the principal of and the interest on any Bond shall be made only to or upon the order of the Owner or his duly authorized agent; except that, so long as the Bonds remain issued in book-entry-only form, DTC shall be considered to be the Owner of the Bonds, and such payments shall be made only to DTC in accordance with Section 2.04(A) of this Resolution. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

**Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any certificate representing a Bond is mutilated, lost, stolen or destroyed, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new certificate of like date, maturity, denomination and interest rate as that mutilated, lost, stolen or destroyed; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and, in the case of any lost, stolen or destroyed Bond there shall first be furnished to the Fiscal Agent and the City, evidence of such loss, theft or destruction satisfactory to them, together with an indemnity satisfactory to the City and the Fiscal Agent. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate bond the City may pay the same without the surrender thereof. The City and the Fiscal Agent may charge to the Owner of such Bond their reasonable fees and expenses in connection with the replacement of such Bond or Bonds.

**Section 2.10 Surrender and Cancellation of Bonds.** Whenever any Outstanding Bond shall be delivered to the Fiscal Agent after full payment thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Fiscal Agent and counterparts of a Certificate of Destruction describing Bonds so destroyed and evidencing such destruction shall be furnished by the Fiscal Agent to the City, or such Bond shall be canceled and the canceled Bond shall be returned to the City.

**Section 2.11 Execution and Delivery of Bonds.** The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Bonds without unnecessary delay in the form and manner hereinbefore specified, including a reasonable quantity of replacement bond certificates for use in exchanges, transfers and replacements in accordance with the provisions of this Resolution and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided, and shall thereupon be deposited with the Fiscal Agent for authentication. When the Bonds shall have been so executed, registered and authenticated, they shall be delivered at one time to or upon the order of the Original



Purchaser, but only upon receipt by the City of the Purchase Price therefor and the proceeds of the Bonds shall immediately be applied by the City as hereinafter in this Resolution provided.

**Section 2.12 Official Statement.** The Governing Body hereby approves the form and content of the “deemed final” Preliminary Official Statement prepared for use in the initial offering and sale of the Bonds, and the form and content of any addenda, supplement, or amendment thereto necessary to conform the offering document to the terms of this Resolution, to include information newly available due to assignment of ratings by one or more rating agencies, or incorporate such other minor corrections or additions as may be approved by the City’s debt coordinator, including specifically the insertion of interest rates and yields for the Bonds. The lawful use of the final Official Statement in the reoffering of the Bonds by the Original Purchaser is hereby approved and authorized.

### **ARTICLE III** **REDEMPTION OF BONDS**

**Section 3.01 Optional Redemption.** The Bonds maturing September 1, 2009, to September 1, 2018, inclusive, shall mature and become due on their respective maturity dates without the option of prior redemption and payment. At the option of the City, the Bonds maturing September 1, 2019, and thereafter, may be called for redemption and payment prior to the respective stated maturities thereof on and after September 1, 2018. Bonds called for redemption and payment may be called in whole or in part at any time from and after the first date authorized for redemption as aforesaid (the date being so set for redemption and payment being referred to as the “Redemption Date”). Bonds called for redemption and payment as aforesaid shall be redeemed at a price (expressed as a percentage of the principal amount), as follows, plus accrued interest to the Redemption Date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
September 1, 2018, through August 31, 2019	101.00%
September 1, 2019, through August 31, 2020	100.50%
September 1, 2020, and thereafter	100.00%

**Section 3.02 Sinking Fund Redemption.** Any Term Bonds shall also be subject to mandatory redemption and payment as described on Exhibit A to this Resolution.

**Section 3.03 Selection of Bonds to be Redeemed.** The Bonds shall be redeemed only in face amounts of \$5,000 or integral multiples thereof and if the City elects to call for redemption less than all of the Bonds at the time Outstanding, the Bonds shall be redeemed in such equitable manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of \$5,000.



In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then, for all purposes in connection with such redemption, each \$5,000 of face value of a Bond shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond has been selected for redemption, then upon receipt of notice of such redemption, the Owner shall forthwith present and surrender such Bond to the Fiscal Agent (i) for payment of the redemption price and accrued interest to the Redemption Date of the \$5,000 unit or units of face value of the Bond called for redemption, and (ii) for exchange, without charge to the Owner, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any Bond of a denomination greater than \$5,000 of which one or more, but not all, of the \$5,000 units of face value thereof has been selected for redemption shall fail to present such Bond as aforesaid, the \$5,000 units of the face value of such Bond which have been selected for redemption shall, nevertheless, become due and payable on the Redemption Date, and no further interest shall accrue on such redeemed but unrepresented \$5,000 units of face value from and after the Redemption Date.

**Section 3.04 Notice of Redemption.** The City shall give notice of any call for redemption and payment in writing to the Fiscal Agent not less than sixty (60) days prior to the Redemption Date; and the Fiscal Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the Redemption Date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State which are in effect as of the date of giving any such notice.

All notices of redemption given under the provisions of this Article shall state (i) the Redemption Date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the Redemption Date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the Redemption Date, and (v) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Fiscal Agent for payment.

**Section 3.05 Deposit of Moneys for and Payment of Redemption Price.** On or prior to the Redemption Date, the City shall cause to be deposited with the Fiscal Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the Redemption Date, of all Bonds or portions thereof selected for redemption on the Redemption Date. Upon the surrender by the Owners of Bonds selected for redemption, the Fiscal Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Fiscal Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and



in the amount of the unredeemed portion of such Bond as provided by Section 3.02 above. All Bonds selected, called and surrendered for redemption shall be canceled by the Fiscal Agent and shall not be reissued.

**Section 3.06 Effect of Call for Redemption.** Whenever any Bond, or one or more of the \$5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Article, all interest on such Bond, or such one or more of the \$5,000 units of face value represented by any such Bond, shall cease from and after the Redemption Date, provided funds are then available for its payment at the price hereinbefore specified.

#### **ARTICLE IV** **FUNDS AND ACCOUNTS**

**Section 4.01 Creation of Funds and Accounts.** Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following designated funds and accounts:

- (A) Improvement Account for the City of Wichita, Kansas, General Obligation Bonds, Series 792A;
- (B) Principal and Interest Account for the City of Wichita, Kansas, General Obligation Bonds, Series 792A, to be created within the City's Debt Service Fund; and
- (C) Excess Earnings Account for the City of Wichita, Kansas, General Obligation Bonds, Series 792A.

**Section 4.02 Administration of Funds and Accounts.** The funds and accounts established and created by this Article shall be administered in accordance with the provisions of this Resolution for so long as any of the Bonds remain Outstanding.

#### **ARTICLE V** **APPLICATION OF BOND PROCEEDS; DISPOSITION OF MONEYS IN FUNDS AND ACCOUNTS**

**Section 5.01 Application of Bond Proceeds.** Upon the issuance and delivery of the Bonds, the proceeds thereof shall be deposited into the Treasury of the City and credited to the various funds and accounts created by Article IV of this Resolution, as follows:

- (A) To the Principal and Interest Account, the portion of the Purchase Price which represents accrued interest paid on the Bonds and the portion of the Purchase Price which represents the premium, if any, paid on the Bonds; and
- (B) The balance of the proceeds to the Improvement Account.



**Section 5.02 Disposition of Principal and Interest Account.** Moneys deposited in the Principal and Interest Account from the proceeds of the Bonds as provided by clause (A) of the preceding Section, shall be used exclusively for the payment of interest on the Bonds on the first Interest Payment Date. Moneys deposited in the Principal and Interest Account from other sources, as provided by the succeeding Sections or elsewhere in this Resolution, shall be used exclusively for the payment of the principal of, premium, if any, and the interest on the Bonds, and for payment of the usual and customary fees and expenses of the Fiscal Agent.

**Section 5.03 Withdrawals from Principal and Interest Account; Transfer of Funds to Fiscal Agent.** The Director of Finance is hereby authorized and directed to cause to be withdrawn from the Principal and Interest Account and forwarded to the Fiscal Agent, a sum sufficient to pay the principal of, premium, if any, and the interest on the Bonds as and when the same become due and payable, together with such sum as may be required to pay the fees and charges of the Fiscal Agent, if any, for acting in such capacity, and the sum for charges of the Fiscal Agent shall be forwarded to the Fiscal Agent over and above the amount required to pay the Bonds as aforesaid. If, through the lapse of time or otherwise, the Owner of any Bond shall no longer be entitled to enforce payment of such Bond, it shall be the duty of the Fiscal Agent to forthwith return such unexpended funds to the City. All moneys transferred to the Fiscal Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution, and shall be deemed to be deposited with the Fiscal Agent in trust for and on behalf of the Owners of the Bonds.

**Section 5.04 Surplus in Principal and Interest Account.** Any moneys remaining in the Principal and Interest Account, from whatever source, from and after the retirement of all general obligation bond issues of the City shall be transferred and paid into the General Fund of the City.

**Section 5.05 Disposition of Improvement Account.** Moneys in the Improvement Account shall be used solely for the purpose of paying the Improvement Costs. The City covenants that in the making of the Improvements, it will perform all duties and obligations relative to such Improvements as are now or may be hereafter imposed by the Act and the provisions of this Resolution.

**Section 5.06 Withdrawals from Improvement Account.** Withdrawals from the Improvement Account shall be made only for a purpose within the scope of the Improvements and as payment for Improvement Costs and the amount of such payments shall represent only the contract price or reasonable value of the property, labor, materials, service or obligations being paid for, or if such payment is not being made pursuant to an express contract, such payments shall not be in excess of the reasonable value thereof.

**Section 5.07 Surplus in Improvement Account.** All moneys remaining in the Improvement Account after the completion of the Improvements and the payment of all Improvement Costs shall be immediately transferred to the Principal and Interest Account.



**Section 5.08 Substitution of Improvements.** The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State, (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Improvement Costs of the Substitute Improvement has been adopted by the Governing Body of the City, (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvements and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

## **ARTICLE VI** **DEPOSITS AND INVESTMENT OF MONEYS**

**Section 6.01 Deposits.** Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited in a bank(s) or Federal or state chartered savings and loan association(s) with offices located within Sedgwick County, Kansas, whose deposits are insured by the Federal Deposit Insurance Corporation, and all such deposits shall be adequately secured by the bank(s) or savings and loan association(s) holding such deposits in accordance with the laws of the State.

**Section 6.02 Investments.** Moneys held in the funds and accounts created and established by this Resolution may be invested by the City in Authorized Investments, or in other investments allowed by the laws of the State, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said funds and accounts; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys so invested may be needed in the fund or account for the purpose for which it was created and established; and provided further, that such moneys shall not be invested in such manner as will violate the provisions of the Certificate as to Arbitrage and Related Tax Matters. All interest on any Authorized Investment made from the moneys in any fund or account created and established by this Resolution shall (except the amounts which are required to be deposited into the Excess Earnings Account in accordance with the Certificate as to Arbitrage and Related Tax Matters) accrue to and become a part of such originating fund or account. The Value of the investments held in the funds and accounts under the provisions of this Resolution, shall be determined as of the end of each calendar month. All investments made pursuant hereto shall be made in accordance with the Certificate as to Arbitrage and Related Tax Matters.

### **Section 6.03 Deposits into and Application of Moneys in Excess Earnings Account.**

(A) The City shall deposit into the Excess Earnings Account such amounts as are required to be deposited therein pursuant to the Certificate as to Arbitrage and Related Tax Matters. All earnings on investments of moneys held in the Excess Earnings



Account shall be retained in the Excess Earnings Account. Subject to the payment provisions provided in subsection (B) below, all amounts on deposit in the Excess Earnings Account shall be held by the City in trust, to the extent required to satisfy the Rebate Amount (as defined in the Certificate as to Arbitrage and Related Tax Matters), for payment to the United States of America, and neither the City nor the Owner of any Bond shall have any right in or claim to such money. All amounts held in the Excess Earnings Account shall be governed by this Section and by the Certificate as to Arbitrage and Related Tax Matters.

(B) The City shall remit part or all of the balances in the Excess Earnings Account to the United States of America in accordance with the Certificate as to Arbitrage and Related Tax Matters (such amounts herein referred to as the “Rebate Amounts”). Any funds remaining in the Excess Earnings Account after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision having been made therefor, shall be withdrawn and released from the Excess Earnings Account and shall be deposited into the City’s General Fund.

(C) Notwithstanding any other provision of this Resolution, including in particular the provisions of this Section, the City’s obligation to remit the Rebate Amount to the United States of America and to comply with all other requirements of this Section and the Certificate as to Arbitrage and Related Tax Matters shall survive the defeasance or payment in full of the Bonds.

(D) The City shall maintain records designed to show compliance with the provisions of this Section and the Certificate as to Arbitrage and Related Tax Matters for at least six (6) years after the date on which no Bonds shall remain Outstanding.

(E) The terms, conditions and provisions under which the City will perform its duties regarding the Excess Earnings Account and any Rebate Amount are set forth in a Certificate as to Arbitrage and Related Tax Matters dated as of the Date of Issuance. The form and text of the Certificate as to Arbitrage and Related Tax Matters is hereby approved and accepted by the Governing Body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and the City Clerk or Director of Finance, as appropriate, or such other officer as may be directed by the Mayor, shall be and are hereby authorized to execute and deliver the Certificate as to Arbitrage and Related Tax Matters for and on behalf of the City. The entire text of the Certificate as to Arbitrage and Related Tax Matters is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

## **ARTICLE VII**

### **PROVISION FOR PAYMENT OF BONDS**

**Section 7.01 Levy and Collection of Annual Taxes.** Pursuant to the Bond Ordinance, the Governing Body covenants that it shall annually make provision for the payment of the principal of, premium, if any, and the interest on the Bonds as and when



the same becomes due and payable by levying and collecting the necessary special assessment taxes upon the real properties within the City liable therefor as provided by law; provided, that if the amounts collected from such special assessment taxes are insufficient to fully pay the maturing principal and interest on the Bonds when due, then the Governing Body shall levy ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City in such amounts as are necessary to rectify any deficiency in the amount of special assessment taxes collected.

**Section 7.02 Disposition of Taxes; Untimely Receipt.** The proceeds derived from the aforesaid annual taxes shall be deposited into the Principal and Interest Account when received; provided, if at any time the amount in the Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the Director of Finance is authorized to cause to be transferred to the Principal and Interest Account from the City's general funds, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

## **ARTICLE VIII** **DEFAULT AND REMEDIES**

**Section 8.01 Resolution Constitutes Contract; Remedies of Owners.** The provisions of the Bond Ordinance and this Resolution, and all of the covenants and agreements therein and herein contained, shall constitute a contract between the City and the Owners, and the Owner or Owners of any of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

- (A) By mandamus or other suit, action or proceedings at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of the Bond Ordinance and this Resolution or by the constitution and laws of the State;
- (B) By suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (C) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

**Section 8.02 Rights of Owners; Limitations.** The covenants and agreements of the City contained herein, in the Bond Ordinance and in the Bonds shall be for the equal benefit, protection and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of any one Bond over any other Bond in the application of the moneys herein pledged to the payment of



the principal of, premium, if any, and the interest on the Bonds, or otherwise, except as to the rate of interest, Principal Payment Date and right of prior redemption as provided in this Resolution.

No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Outstanding Bonds. Nothing in this Resolution, in the Bond Ordinance or in the Bonds shall affect or impair the obligations of the City to pay on the respective dates of maturity thereof, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by such Owner, or to reduce to judgment his claim against the City for payment of the principal of and interest on the Bonds without reference to or consent of any other Owner.

**Section 8.03 Remedies Cumulative; Delay or Omission Not Waiver.** No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No waiver by the Owner of any Bond of any default or breach of duty or contract by the City shall extend to or affect any subsequent default or breach of duty or contract by the City or shall impair any rights or remedies therefor available to the Owners. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or as an acquiescence therein. Every substantive right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

## **ARTICLE IX** **AMENDMENTS**

**Section 9.01 Amendments.** The City may, without the consent of or notice to the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security that may lawfully be granted or conferred upon the Owners, or (iii) to more precisely identify the



Improvements, or (iv) to provide for the issuance of coupon bonds and the exchange of the fully registered Bonds for coupon bonds upon such terms and conditions as the City shall determine; provided, however, that any amendment as provided in this clause (iv) shall not become effective unless and until the City shall have received an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that the issuance of such coupon bonds or the exchange of the fully registered Bonds for such coupon bonds, will not cause the interest on the Bonds to be includable in the gross income of recipients thereof under the provisions of the applicable Federal law, or (v) to conform this Resolution to the Code or any future applicable Federal law concerning tax-exempt obligations.

The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of one hundred percent (100%) of the Owners of the Bonds then Outstanding:

- (A) Extend the maturity of any payment of principal or interest due upon any Bond;
- (B) Effect a reduction in the amount which the City is required to pay by way of the principal of or the interest on any Bond;
- (C) Permit a preference or priority of any Bond or Bonds over any other Bond or Bonds; or
- (D) Reduce the percentage of the principal amount of the then Outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

**Section 9.02 Written Evidence of Amendments.** Any and all modifications or amendments to this Resolution or of the Bonds shall be made in the manner hereinabove provided, and shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications or amendments, as hereinabove provided for, duly certified, as well as proof of consent to such modifications or amendments by the Owners of not less than the percentage of the principal amount of Bonds then Outstanding as hereinabove required. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification.

A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of the Bond Ordinance and this Resolution, shall always be kept on file in the Office of the City Clerk and shall be made available for inspection by the Owner of any Bond or the prospective purchaser or owner of any Bond,



and upon payment of the reasonable cost of preparing same, a certified copy of any such amendatory or supplemental ordinance or resolution of the Bond Ordinance or this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

## **ARTICLE X** **DEFEASANCE**

**Section 10.01 Defeasance.** When all or any part of the principal of, premium, if any, and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by the Bond Ordinance and this Resolution shall cease and determine with respect to that principal, premium and interest so paid. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Fiscal Agent or with a bank located in the State of Kansas and having full trust power; at or prior to the maturity or redemption date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Obligations consisting of direct obligations of, or obligations the payment of the principal of and the interest on which are guaranteed by, the United States of America, or other investments allowed by the laws of the State, which together with the interest to be earned on such Government Obligations or other investments, will be sufficient for the payment of the principal of the Bonds, the premium, if any, and the interest thereon to the date of maturity or the Redemption Date, as the case may be; or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided always that if any Bonds shall be redeemed prior to the maturity thereof, the City shall have elected to redeem such Bonds and notice of such redemption shall have been given as provided by the terms of this Resolution. Any moneys and Government Obligations which at any time shall be deposited with the Fiscal Agent or a Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Fiscal Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Government Obligations so deposited with the Fiscal Agent or a Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

## **ARTICLE XI** **MISCELLANEOUS PROVISIONS**

**Section 11.01 Tax Covenants.** The Governing Body hereby covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, it will not take any action, or fail to take any action in its power, if any such action or the failure to take such action, would adversely affect the continued exclusion from gross income for purposes of Federal income taxation of the interest on the Bonds under Section 103 of the Code, and further covenants to comply with all other provisions of the Code, as the same may be amended, and any applicable rules and regulations of the United States Treasury Department thereunder, to the extent applicable to the Bonds.



The Governing Body hereby further covenants that it will use and expend the proceeds of the Bonds for the purpose for which they are issued as soon as practicable and with all reasonable dispatch, and that it will not directly or indirectly use or permit the use of the proceeds of the Bonds or any other funds of the City, or take or omit to take any action which, if such use or taking or omission of action had been reasonably expected on the Date of Issuance, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Code and that to that end, it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder to the extent applicable to the Bonds for so long as any of the Bonds remain outstanding and unpaid.

Without limiting the generality of the foregoing, the Governing Body agrees that there shall be paid from time to time, all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and any temporary, proposed or final Treasury regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or the defeasance of the Bonds and the Governing Body specifically hereby covenants to pay or cause to be paid to the United States of America, at the times and in the amounts determined under this Resolution, the Rebate Amount as described in the Certificate as to Arbitrage and Related Tax Matters.

**Section 11.02 Severability.** In case any one or more of the provisions of the Bond Ordinance, this Resolution or of the Bonds issued thereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance, this Resolution or the Bonds appertaining thereto, but the Bond Ordinance, this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in the Bond Ordinance or this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

**Section 11.03 Further Authority.** The Governing Body hereby authorizes, orders and directs the Mayor to execute, and the City Clerk to attest by signing and affixing the official seal of the City, and thereupon deliver this Resolution. The Governing Body hereby further authorizes, orders and directs the Mayor and the City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, to execute and deliver any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all for and on behalf of and as the act and deed of the City and without further action by the Governing Body, such documents to be in substantially the forms thereof as are presented to the Governing Body this date, with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof and the Mayor and City Clerk, or the Director of Finance, as appropriate, or such other officers, officials, agents and employees of the City as the Mayor may designate and direct, are also authorized to execute and deliver such other documents, certificates and instruments as



may be necessary or desirable in order to carry out, give effect to and comply with the intent of this Resolution and to give effect to the transactions contemplated hereby.

The execution and attestation of this Resolution and such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the intent of this Resolution, shall be conclusive as to the approval of said documents and each of them.

The Governing Body shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out, give effect to and comply with the provisions of and transactions contemplated by this Resolution and to carry out, give effect to and comply with and perform the duties of the City with respect to the Bonds and the Official Statement.

**Section 11.04 Governing Law.** This Resolution, the Bond Ordinance and the Bonds shall be governed exclusively by and shall be construed in accordance with the applicable laws of the State.

**Section 11.05 Effective Date.** This Resolution shall be in force and take effect from and after its adoption and approval by the Governing Body of the City.

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ADOPTED AND APPROVED by the Governing Body of the City of Wichita,  
Kansas, on January 8, 2008.

\_\_\_\_\_  
Carl Brewer, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**SCHEDULE I**  
**THE IMPROVEMENTS**



**EXHIBIT A**  
**ADDITIONAL TERMS OF THE BONDS**

**Definitions.** The following terms defined in the Resolution shall have the meanings ascribed below

“Bond Insurer” shall mean \_\_\_\_\_ and its successors or assigns.

“Bond Ordinance” means Ordinance No. \_\_\_\_\_ of the City, passed by the Governing Body on January 8, 2008, and authorizing and providing for the issuance of the Bonds.

“Original Purchaser” means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the original purchaser of the Bonds.

“Purchase Price” for the Bonds shall be the par value of the Bonds plus accrued interest to the date of delivery plus a premium of \$\_\_\_\_\_.

**Maturity Schedule.** All of the Bonds shall become due on the dates and shall bear interest as the rates per annum as follows:

**Maturity Schedule**

<b><u>Maturity Date</u></b>	<b><u>Maturing Principal</u></b>	<b><u>Interest Rate</u></b>	<b><u>Maturity Date</u></b>	<b><u>Maturing Principal</u></b>	<b><u>Interest Rate</u></b>
09/01/09	\$115,000	%	09/01/19	\$170,000	%
09/01/10	120,000		09/01/20	175,000	
09/01/11	125,000		09/01/21	180,000	
09/01/12	130,000		09/01/22	190,000	
09/01/13	135,000		09/01/23	195,000	
09/01/14	140,000		09/01/24	205,000	
09/01/15	145,000		09/01/25	210,000	
09/01/16	150,000		09/01/26	220,000	
09/01/17	155,000		09/01/27	230,000	
09/01/18	160,000		09/01/28	240,000	



SCHEDULE I

**CITY OF WICHITA, KANSAS**  
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 222  
CAPITAL IMPROVEMENTS

				Amount Required	2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money	
ARTERIAL PAVING					
George Washington Blvd & Mt. Vernon 472-83168	200246 706792	\$ 2,100,000	\$ -	\$ -	
2001 Arterial Design Program 472-83314	201276 706811	1,150,000	-	-	
21st & Rock Road (83438)	201295 706829	2,130,000	22,000	-	
Webb @ 29th & K-96 472-83508	202306 706840	300,000	36,000	1,000	
29th St.; Rock - Webb 472-83519	202307 706841	2,885,000	-	-	
Central, Maize - Tyler 472-83659	203314 706848	2,740,000	-	-	
Harry, Oliver-Woodlawn 472-83685	203318 706852	3,000,000	-	-	
29th; 1/2 M W of Maize to Maize 472-83752	203324 706858	85,000	-	11,000	
First & Hydraulic Intersection (Design)	203326 706860	20,000	-	-	
Central, Oliver-Woodlawn 472-83754	203328 706862	135,000	-	-	
Min, Douglas-Murdock 472-83811	203330 706864	1,465,000	-	-	
McCormick Realignment 472-83831	203332 706866	1,563,000	172,500	44,500	
Little Ark River Bike Path 472-83812	203342 706876	700,000	-	15,000	
Harry / Mclean Instrsct 472-83781	204331 706865	990,000	12,100	-	
Hillside, Kellogg-Central 472-83862	204333 706867	5,540,000	161,000	12,000	
Pawnee, Washington-Hydraulic 472-83858	204335 706869	5,360,000	-	312,000	
Central, Oliver-Woodlawn 472-83873	204337 706871	4,885,000	-	387,000	
Central, Woodlawn-Rock 472-83874	204338 706872	4,858,000	-	456,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
Rock, 21st-29th 472-83889	204340 706874	\$ 2,570,000	\$ -	\$ 1,000	
119th St. West, 17th-21st 472-83890	204341 706875	1,125,000	-	-	
Hydraulic, 57th-47th 472-83902	204343 706877	5,050,000	-	1,300	
West St: Maple-Central 472-83979	204356 706890	2,230,000	-	430,000	
Pawnee: 119th-Maize-D 472-84005	204357 706891	210,000	-	-	
Seneca: I-235 - 31st S - D 472-84006	204358 706892	210,000	-	20,000	
Oliver: Harry - Kellogg Imp. - D 472-84018	204361 706895	225,000	-	38,000	
MacArthur: Meridian-Seneca Imp.-D 472-83996	204362 706896	210,000	-	18,800	
Central: 135th W.-119th W. Imp.-D 472-84017	204364 706898	160,000	-	-	
Harry: K-42 Meridian Imp. 472-84001	204366 706900	1,400,000	-	16,000	
29th: 119th W.-Maize Imp. D-472-83982	204367 706901	95,000	-	-	
Pawnee-McLean Intrstcn. Imp. 472-84007	204372 706906	1,750,000	-	-	
29th St Imp Tyler-Ridge 472-83903	204380 706914	3,700,000	16,000	29,000	
2005 Arterial Sidewlk/WCR prf 472-84142	205381 706915	400,000	-	28,200	
ITS Traffic Study-'05 472-84119	205382 706916	525,000	-	389,000	
Tyler/Yosemite Inter. 472-84185	205385 706919	5,250,000	-	636,000	
37th St. N. Tyler-Ridge 472-84186	205386 706920	5,350,000	314,000	34,000	
Gyp Creek Bikepath-D 472-84194	205387 706921	1,115,000	4,600	19,400	
Hydraulic, 63rd S. -57th S. 472-84118	205388 706922	2,500,000	-	17,800	
Maize/Westport Intersect. 472-84244	205390 706924	460,000	15,900	2,300	
13th/Broadway Intrstcn. Imp. 472-84178	205391 706925	2,435,000	73,400	246,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
2005 Arterial St. Rehab. 472-84158	205392 706926	\$ 400,000	\$ -	\$ -	
Ridge/Maple Intrst. Imp. 472-84258	205393 706927	2,230,000	-	159,000	
Greenwich: 13th-27th N. 472-84274	205395 706929	6,000,000	-	44,000	
Boys & Girls Club Imp. 472-84282	205396 706930	1,330,000	-	146,000	
13th/Mosley Intrst. Imp. 472-84269	205397 706931	1,700,000	-	14,000	
Pawnee, Palisade-Water 472-84283	205398 706932	2,093,892	-	-	
13th, I-135-Woodlawn 472-84320	205399 706933	210,000	-	39,700	
21st/Broadway Intrstctn 472-84295	205400 706934	140,000	-	31,600	
47th St. S. Meridian-Seneca 472-84296	205401 706935	215,000	-	1,000	
55th St. S./Broadway Intrstctn 472-84306	205402 706936	85,000	-	15,400	
119th St. W. Kellogg-Maple 472-84306	205403 706937	160,000	-	33,300	
135th St. W. Maple-Central 472-84308	205404 706938	145,000	-	1,200	
151st. St. W. Kellogg-Maple 472-84318	205405 706939	400,000	-	4,000	
Central/Tyler Intrstctn 472-84311	205406 706940	145,000	-	40,600	
Greenwich, Harry-Kellogg 472-84301	205407 706941	155,000	-	22,200	
Hydraulic, Harry-Kellogg 472-84310	205408 706942	27,500	-	2,400	
Lincoln St Imp Hillside-Oliver 472-84307	205409 706943	25,000	-	-	
Meridian, 47th St. S.-31st St. S. 472-84302	205410 706944	400,000	-	39,000	
Meridian, Pawnee-Orient 472-84309	205411 706945	60,000	-	10,000	
Mt. Vernon, Broadway-Ark River 472-84289	205412 706946	27,500	-	24,100	
Pawnee, K-15-Hillside 472-84303	205413 706947	145,000	-	-	



SCHEDULE I

Description Of Project	Project / Index Number	Amount Required			2/7/2008
		Preliminary Estimate	Renewal Money	New Money	
Woodlawn, Lincoln-Kellogg 472-84304	205414 706948	\$ 105,000	\$ -	\$ 1,000	
Ark River Bike Path, Galena-GWB 472-84319	205415 706949	155,000	-	16,100	
Central/Oliver intrsct. 472-84362	206416 706950	1,250,000	-	939,000	
Pawnee: Maize-119th St. W. 472-84357	206417 706951	8,000,000	-	757,800	
MacArthur: Meridian-Seneca 472-84358	206418 706952	3,600,000	112,266	47,534	
17th St. N. Broadway - I-135 472-84392	206419 706953	1,000,000	-	7,300	
21st St., K-96 to 19th St. E.	206420 706954	100,000	-	58,000	
Greenwich, 26th-29th 472-84415	206421 706955	1,700,000	-	-	
2006/07 Traffic Signalization 472-84424	206422 706956	700,000	-	50,000	
2006 Arterial Street Rehab 472-84429	206423 706957	400,000	-	2,900	
Pawnee; Meridian - Seneca 472-84356	206424 706958	4,900,000	-	599,000	
Greenwich Rd, Central-13th (Design) 472-84435	206425 706959	160,000	-	1,063,000	
Int. Trans Syst Traffic Signals 472-84446	206426 706960	3,779,493	-	11,000	
Tyler Imp. K-42 to Harry 472-84475	206427 706961	700,000	-	433,000	
Greenwich; Central to 13th 472-84435	208220 706663	3,623,000	-	-	
Central, West-McLean 472-82906	208222 706689	4,500,000	274,000	5,000	
29th, Oliver - Woodlawn 472-82996	208229 706754	1,350,000	-	-	
Harry, Webb - Greenwich 472-83091	209232 706771	2,400,000	-	-	
Total		131,392,385	1,213,766	7,783,434	
<b>BRIDGES</b>					
13th Bridge@Cowskin Crk 472-83851	244113 751697	3,120,000	90,000	2,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
Murdock Bridge@Little Ark River 472-83895	244114 715698	\$ 1,654,800	\$ -	\$ -	
21st St Bridge @ Ark River - D - 472-84019	244116 715700	45,000	-	21,000	
Central Rail Corridor - LST	249073 715569	105,631,101	-	10,000,000	
Oliver Bridge@Gyp Crk 472-84184	245119 715703	1,084,474	-	3,400	
13th St. Bridge@ LAR 472-84314	245121 715705	105,000	-	11,000	
21st St. Overpass, Broadway-I-135	245122 715706	175,000	-	1,800	
21st St Bridge @ LAR 472-84315	245123 715707	55,000	-	23,000	
25th St Bridge @ LAR 472-87316	245124 715708	55,000	-	25,000	
Grove St Bridge @ Frisco Ditch 472-84317	245125 715709	25,000	-	7,000	
11th St. Bridge@Dm Canal 472-84396	246126 715710	1,532,000	-	-	
S. Broadway Viaduct 472-84597	247130 715714	500,000	-	378,000	
TOTAL ARTERIAL PAVING		113,982,375	90,000	10,472,200	
<b>PUBLIC IMPROVEMENTS</b>					
Northeast Baseball Complex	435322 792352	1,000,000	-	8,000	
Homeland Defense Readiness Center	435349 792379	1,700,000	-	10,000	
Water Walk - Eastbank Development	435352 792458	36,800,000	-	612,000	
Century II - Bleacher Seats	435353 792383	2,150,000	-	-	
Dist. 2 Neighborhood City Hall	435362 792362	475,000	-	2,000	
Police Property & Evidence Relocation	435376 792406	675,000	-	-	
Animal Shelter Build.	435377 792407	3,300,000	-	96,000	
City Facilities ADA Compliance	435379 792409	300,000	-	23,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
Library ADA Improv.	435380 792410	\$ 100,000	\$ -	\$ 10,000	
Kansas Aviation Museum Phase 2 - 472-84455	435389 792419	775,000	-	-	
City Hall Security/Landscape	435390 792420	3,381,000	-	491,000	
Land Acquisition - District V	435391 792421	2,950,000	2,915,000	-	
City Hall Garage Repairs	435392 792427	500,000	-	51,000	
CMP Expansion	435405 792455	150,000	-	-	
City Hall 1st Floor Remodel	435407 792459	1,950,000	-	264,000	
Facilities Space Utilization	435408 792460	1,500,000	-	407,000	
Arena Neighborhood Redev.	435409 792461	250,000	-	-	
Police Mobile Radios	435410 792462	1,640,000	-	-	
CIP Planned Savings	435411 792463	2,250,000	-	2,051,000	
Indian Center Remodel	435414 792482	600,000	-	-	
Park land Purchase	435415 792483	1,125,000	-	-	
International Marketplace Dist.	435417 792485	300,000	-	16,000	
Power CDC Grocery Store	435418 792486	350,000	-	352,000	
Fire Training Grounds Imp.	435419 792487	1,700,000	-	289,000	
Fire Station 20 - Pawnee & Greenwich	435420 792489	7,300,000	-	-	
Mercado Public Market Design	435424 792493	50,000	-	22,000	
Aviation Training School	436603 793006	1,600,000	-	-	
Fire Apparatus Replacement	436604 793007	5,434,000	-	188,000	
Bomb Range Reloc./Imp.	436605 793008	1,850,000	-	204,000	



SCHEDULE I

Description Of Project	Project / Index Number	Amount Required 2/7/2008		
		Preliminary Estimate	Renewal Money	New Money
Fire Apparatus 2007-08	436607 793010	\$ 3,419,000	\$ -	\$ 15,000
Hilltop Neighborhood Master Plan	436608 793011	125,000	-	12,000
TOTAL PUBLIC IMPROVEMENTS		85,699,000	2,915,000	5,123,000
<b>PARK IMPROVEMENTS</b>				
Central Riverside Park Imp/Mod	390148 785016	5,450,000	-	23,000
Skate Park	392159 785027	200,000	-	-
2004 Park Facilities Renov.	394174 785042	400,000	-	-
2004 Park - Paths/Sidewalks	394175 785143	40,000	-	-
Park - S. Arkansas River Park '05 Design	395179 785047	300,000	-	7,000
Park 05 - Parking lots/entry drives	395180 785048	450,000	-	-
Park 05 - Lighting	395182 785050	100,000	-	8,000
Park 05 - Paths/Sidewalks	395183 785051	40,000	-	-
Park 05 - Facilities Renov.	395184 785052	400,000	-	12,000
Park 05 - Grove Park Ph II	395185 785053	600,000	-	4,000
Park 05/06 - Athletic Courts	395186 785054	440,000	-	237,000
Park 05 - Schweiter Park	395188 785056	510,000	-	197,000
Park 05-06 Playgrounds	395190 785058	400,000	-	29,000
Park 05 - Watson Park Const.	395191 785059	540,000	-	367,000
Park 05 - Century II Stage/Equip. Ren/Rplcm	395196 785064	50,000	-	-
Park 05/06 - Plainview Park Football Field	395197 785065	500,000	-	-
Park 05 - Ice Center Facility Renovat.	395200 785068	70,000	-	-



SCHEDULE I

			Amount Required	2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Park 05 - Irrigation Sys Rplc/Upgrd	395203 785071	\$ 200,000	\$ -	\$ 12,000
Pathways/Sidewalks Schell Park	396189 785057	40,000	-	-
Park 06 Park Facilities Renovation	396192 785060	400,000	-	185,000
Park 06 -Swimming Pool Imp.	396199 785067	100,000	-	7,000
Park 06 - Land Accq. 5220 S. Meridian	396201 785069	86,500	-	-
Park 06 - Parking Lots/Entry Drives	396202 785070	365,000	-	200,000
Park 06 - Lighting	396204 785072	100,000	-	-
Restoration of Sim Park Memorial Entry	396205 785073	100,000	-	52,000
Park 06 - Wichita Ice Center	396207 785075	105,000	-	5,000
Park 06 - S. Arkansas River Study	396208 785076	30,000	-	28,000
Park 06- Master Planning & Devel.	396209 785077	250,000	-	60,500
Park 07 - Athletic Court Repair	396210 785078	220,000	-	42,000
Park 07 - Park Facilities Renovation - GO	397212 785081	400,000	-	149,000
Park 07 - Swimming Pool Imp.	397213 785082	100,000	-	69,500
Park 07 - Playground Rehah./Development	397217 785099	200,000	-	19,000
TOTAL PARK IMPROVEMENTS		13,186,500	-	1,713,000
MISCELLANEOUS				
Cowskin Creek Basin-Flood Mitigation	860527 660780	1,000,000	12,000	72,000
Row Acquisition Cowskin Creek Improvement	864002 660792	1,000,000	-	261,000
Rehabilitation of Pump #2 & #4	864100 660796	990,000	-	107,000
1st & 2nd Street East Outfall	864501 660798	290,000	-	80,000



SCHEDULE I

Description Of Project	Project / Index Number	Amount Required			2/7/2008
		Preliminary Estimate	Renewal Money	New Money	
Dry Creek Row - Flood Mitigation	864602 660799	\$ 2,000,000	\$ -	\$ 11,000	
Gypsum Creek Improv. - Rock to Eastern 468-84178	866001 660800	1,200,000	-	29,000	
Dry Creek Channel Improv. 468-84177	866002 660801	1,300,000	-	467,000	
9th St & West Drainage Outfall 468-84179	866003 660802	550,000	-	64,000	
Gypsum Creek Improv. - W. of Hillside 468-82473	866004 660802	2,100,000	-	84,000	
Gypsum Creek Improv. - Pawnee to Woodlawn 468-84224	866005 660804	2,100,000	-	74,000	
Calfskin & Dry Creek Flood Mapping Study 468-84269	866006 660805	600,000	-	495,000	
Phase 1 - Digital SW Drainage Struc. Inv.	867001 660806	1,000,000	-	127,000	
TOTAL MISCELLANEOUS IMPROVEMENTS		14,130,000	12,000	1,871,000	
<b>NEIGHBORHOOD IMPROVEMENTS - PAVING</b>					
21st St. Accel-Decel-Paving 472-84206	490048 765935	267,120	103,000	134,000	
30th St. South - Paving 472-84215	490057 765944	95,196	54,000	43,000	
Alley: Woodlawn-Mission-paving 472-84222	490058 765945	86,350	-	25,000	
26th St N. Circle - paving 472-84241	490059 765946	255,740	197,000	16,000	
Kellogg Frontage Rd. - NI paving 472-83962	490064 765951	200,250	83,000	1,000	
Mascot - NI paving 472-84298	490085 765970	215,000	15,000	190,000	
University - NI Paving 472-84299	490086 765971	97,600	-	93,000	
Zelta - NI Paving 472-84300	490087 765972	296,100	14,000	21,000	
Tara Falls - NI paving 472-84271	490090 765975	400,000	329,000	5,000	
Bayside Ct. - NI paving 472-84364	490096 765981	842,000	255,000	480,000	
Zimmerly Court- paving 472-84297	490107 765990	100,000	80,000	2,000	



SCHEDULE I

Description Of Project	Project / Index Number	Amount Required			2/7/2008
		Preliminary Estimate	Renewal Money	New Money	
Merton - NI paving 472-84410	490109 765992	\$ 155,040	\$ 13,000	\$ 133,000	
Jade - NI paving 472-84227	490110 765993	429,000	304,000	100,000	
Bracken/Troon/Wood - NI paving 472-84406	490111 765994	497,000	40,000	363,000	
Westlakes Parkway - NI paving 472-84279	490113 765996	590,790	221,000	250,000	
Fawnwood - NI paving 472-84291	490116 765999	974,000	722,000	45,000	
Grey Meadow - NI paving 472-84421	490117 766100	675,000	304,000	331,000	
Loch Lomond - NI paving 472-84084	490118 766101	667,800	511,000	14,000	
Wilson Estates Ct., SS & WS Legacy Park 472-84404	490119 766102	321,000	233,000	21,000	
Marblefalls 472-84324	490120 766103	459,000	305,000	110,000	
Mainsgate - paving - 472-84246	490121 766104	438,000	378,000	32,000	
Michelle - 472-84425	490122 766105	57,000	40,000	5,000	
Mt Vernon 472-84423	490123 766106	467,000	266,000	121,000	
Gouverneur and Osie 472-84428	490124 766107	275,000		189,000	
50th St South Paving - 472-84416	490125 766108	259,000	19,000	190,000	
Grove 472-84438	490126 766109	345,000	21,000	4,000	
Aksarben Paving 472-84105	490127 766110	379,440	280,000	20,000	
Upland Hills (Turkey Creek 2nd) 472-84030	490128 766111	553,000	34,000	447,000	
Brookside 472-84442	490129 766112	159,120	14,000	117,000	
Bellechase 472-84426	490130 766113	390,000	26,000	325,000	
Spring Hollow Drive 472-84448	490131 766114	372,000	30,000	289,000	
143rd St E; Asphalt Mat 472-83979	490132 766115	195,800	17,000	163,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
19th St North 472-84449	490133 766116	\$ 938,000	\$ 140,000	\$ 525,000	
Sunview St. 472-83626	490136 766118	133,000	92,000	35,000	
Westlakes Courts 472-84470	490137 766119	250,000	-	192,000	
N-S. Alley N. Pawnee, Ida - Laura 472-84471	490138 766120	22,800	-	21,000	
Stafford Street Paving 472-84476	490140 766122	368,500	-	74,000	
Maize Court Paving 472-84286	490141 766123	212,000	-	17,000	
Pepper Ridge Street Paving 472-84263	490142 766124	275,000	-	213,000	
58th Street North Paving 472-84465	490143 766125	601,000	-	35,000	
Victoria Court Paving 472-83868	490144 766126	753,000	-	255,000	
Rutgers St Paving 472-84043	490145 766127	591,000	-	416,000	
Castle Rock/Rockhill St Paving 472-84521	490146 766128	1,090,740	-	80,000	
Flutter St Paving 472-84505	490147 766129	1,060,000	-	645,000	
Onewood St Paving 472-84393	490148 766130	427,000	-	358,000	
Mark Randal St Paving 472-84091	490149 766131	550,290	-	478,000	
44th Street South Paving 472-84527	490154 766136	668,000	-	28,000	
Athenian Street Paving 472-84473	490155 766137	192,000	-	179,000	
Herrington Street Paving 472-84535	490156 766138	349,000	-	24,000	
Kentucky Street Paving 472-84544	490157 766139	529,000	-	30,000	
Woodridge Street Paving 472-84137	490161 766143	188,640	-	135,000	
37th St N Pavement 472-83411	490162 766144	137,500	-	105,000	
51st N; Meridian-Athenian 472-84545	490167 766149	334,860	-	25,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
51st N; Athenian-Delaware 472-84551	490168 766150	\$ 305,250	\$ -	\$ 24,000	
Blackstone Street Paving 472-84397	490169 766151	542,000	-	32,000	
Jamesburg Street Paving 472-84459	490170 766152	694,000	-	113,000	
Lake Ridge Street Paving 472-84441	490171 766153	615,000	-	46,000	
Gilda & Wickham St Paving 472-84565	490173 766155	165,000	-	12,000	
Fawn Grove-Sunset Lakes Add'n 472-84576	490179 766161	320,000	-	23,000	
TOTAL NEIGHBORHOOD IMPROVEMENTS - PAVING		23,826,926	5,140,000	8,399,000	
<b>NEIGHBORHOOD IMPROVEMENTS - WATER</b>					
WDS Sycamore Pond 448-90200	470004 735331	84,000	59,000	3,000	
WDS South Broadway Gardens 448-90222	470005 735332	115,900	-	34,000	
WDS Turkey Creek 2nd 448-89963	470007 735334	117,000	30,000	47,000	
WDS Bellechase 448-90205	470008 735335	104,000	41,000	43,000	
WDS Clear Creek 448-90232	470009 735336	73,000	56,000	4,000	
WDS Fox Ridge 448-90247	470012 735339	72,000	-	41,000	
WDS Terradyne W. 448-90250	470013 735340	66,950	-	62,000	
WDS Terradyne W. 448-90251	470014 735341	175,000	12,000	91,000	
WDS Brentwood 448-90252	470015 735342	66,000	-	56,000	
WDS Lillie 448-90116	470016 735343	82,000	-	52,000	
WDS Santa Fe Ind. Dist. 3rd 448-90259	470017 735344	28,000	20,000	5,000	
WDS Southwest Passage 448-90230	470018 735345	186,000	-	141,000	
WDS Southwest Passage 448-90231	470019 735346	74,000	-	41,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
WDS Tyler's Landing 3rd 448-90104	470020 735347	\$ 65,000	\$ -	\$ 51,000	
WDS Monarch Landing 448-90275	470021 735348	299,000	79,000	176,000	
WDS Northgate 448-90242	470022 735349	160,000	-	118,000	
WDS Pier 37 448-90272	470023 735350	122,000	11,000	102,000	
WDS Turkey Creek 2nd 448-89959	470024 735351	70,000	-	61,000	
WDS Rivendale 448-89889	470025 735352	147,000	-	91,000	
WDS Prairie Point 448-89974	470026 735353	87,900	-	55,000	
WDS Krug South 448-90277	470027 735354	301,000	-	173,000	
WDS Fontana 3rd 448-90004	470028 735355	98,200	-	74,000	
WDS Legacy 3rd 448-90279	470031 735358	54,000	-	37,000	
WDS Valencia 448-90248	470032 735359	54,000	-	46,000	
WDS Willow Creek 448-90282	470033 735360	91,400	-	61,000	
WDS K-96 Business Park 448-90175	470034 735361	169,900	-	132,000	
WDS Fairmont 3rd 448-90028	470037 735364	53,300	-	40,000	
WDS Blackstone 448-90185	470038 735365	115,000	-	10,000	
WDS Silverstone 448-90238	470039 735366	148,000	-	110,000	
WDS Avalon Park 3rd & 4th 448-90225	470040 735367	114,500	-	61,000	
WDS Gray's 6th Addition 448-90301	470044 735371	66,000	-	39,000	
WDS Blackstone Addition 448-90184	470045 735372	85,000	-	56,000	
WDS Hoover, N of Zoo Blvd. 448-89674	470737 735067	1,100,000	858,000	125,000	
WDS West Ridge Comm 448-89546	470845 735175	42,000	-	32,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
WDS Oatville 448-90072	470935 735264	\$ 145,000	\$ -	\$ 10,000	
WDS Oak Creek/Cross Pointe 448-90066	470950 735279	548,280	291,000	6,000	
WDS Unplatted Tract 448-90126	470960 735289	35,000	14,000	1,000	
WDS Falcon Falls 3rd 448-90105	470962 735291	287,000	157,000	16,000	
WDS Cross Pointe 448-90083	470970 735299	86,000	26,000	27,000	
WDS Emerald Bay 448-90161	470972 735301	646,000	540,000	18,000	
WDS Falcon Falls 3rd 448-90128	470986 735315	103,000	89,000	6,000	
WDS Clifton Cove 448-90080	470988 735317	1,100,000	640,000	20,000	
WDS Clifton Cove 448-90081	470989 735318	140,000	96,000	5,000	
WDS Rainbow Lakes West 448-90195	470991 735320	91,500	13,000	65,000	
WDS Fairmont 448-90093	470998 735327	94,000	55,000	14,000	
TOTAL NEIGHBORHOOD IMPROVEMENTS - WATER		7,962,830	3,087,000	2,458,000	
<b>NEIGHBORHOOD IMPROVEMENTS - SANITARY SEWERS</b>					
North Area Sanitary Sewer-Water Sewer 468-83682	480697 744009	3,052,500	2,750,000	285,000	
Lat 109, SS#23 468-83876	480776 744088	1,325,000	20,000	11,000	
Lat 5, Main 22, SWI 468-83980	480801 744113	170,000	11,000	-	
M22, SWI 468-83861	480828 744140	2,000,000	193,000	497,000	
M4, NWI 468-83889	480837 744149	3,600,000	2,587,000	62,000	
Lateral 5, Main 16, FMC 468-84044	480855 744167	130,000	45,000	46,000	
Main 23, SWI 468-84141	480857 744169	1,386,000	904,000	95,000	
Lateral 1, Main 23, SWI 468-84139	480858 744170	997,000	866,000	61,000	



SCHEDULE I

Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		2/7/2008
			Renewal Money	New Money	
Lift Station, Main 1 BSS 468-84022	480859 744171	\$ 575,000	\$ 290,000	\$ 201,000	
Lateral 1, Main 16, SS#23 *MBF*468-84149	480860 744172	730,000	41,000	6,000	
Lateral 39, Main 1 CIS (MBF) 468-84168	480868 744180	184,500	16,000	124,000	
Lateral 396, FMC 468-84182	480872 744184	260,000	212,000	26,000	
Lateral 344, FMC 468-83584	480879 744191	96,000	75,000	1,000	
Main 19, FMCS, 468-84127	480882 744194	1,319,000	193,000	770,000	
Main 20, FMCS, 468-84206	480883 744195	749,000	169,000	471,000	
Lat 3, Main 6, CIS 468-83820	480885 744197	214,000	145,000	10,000	
Lat 398, FMCS, 468-84203	480886 744198	252,000	169,000	9,000	
Lat 400, FMCS, 468-84231	480887 744199	160,000	101,000	7,000	
Main 8, CIS, 468-84128	480889 744201	97,000	29,000	1,000	
Lat 7, Main 15, SS # 23, 468-84258	480890 744202	115,000	78,000	7,000	
Lat 402, FMCS, 468-84261	480891 744203	200,000	17,000	135,000	
Main 22, FMC 468-84262	480892 744204	259,000	18,000	161,000	
Lat 1, Main 22, CIS 468-84263	480893 744205	102,000	-	95,000	
Lat 38, Main 1, CIS 468-84081	480894 744206	122,000	-	80,000	
Lat V, SS#8, 468-84281	480895 744207	28,000	16,000	1,000	
Lat 12, Main 6, CIS 468-84228	480897 744209	169,000	-	145,000	
Lat 25, main 19, SWI 468-84064	480898 744210	390,000	-	210,000	
Main 23, FMC 468-84316	480899 744211	203,000	-	143,000	
Lat 1, Main 23, FMC 468-84317	480900 744212	645,000	96,000	482,000	



SCHEDULE I

Description Of Project	Project / Index Number	Amount Required			2/7/2008
		Preliminary Estimate	Renewal Money	New Money	
Lat 2, Main 15, SS23 468-84248	480901 744213	\$ 433,000	\$ -	\$ 319,000	
Lat 518, SWI 468-84303	480902 744214	238,000	14,000	183,000	
Lat 95, Main 1, SWI 468-83715	480903 744215	393,000	-	279,000	
Lat 1, Main 19, FMC 468-84146	480904 744216	635,000	-	589,000	
Lat 3, Main 7, NWI 468-83809	480905 744217	54,000	-	92,000	
Lat 7, Main 14, FMC 468-84321	480906 744218	936,000	-	728,000	
Lat 10, Main 7, NWI 468-83882	480907 744219	130,000	-	77,000	
Lat 2, Main 7, CIS 468-84310	480912 744224	183,800	-	13,000	
Lat, Main 7, CIS 468-84025	480913 744225	305,000	-	22,000	
Lat 521, SWI 468-84329	480914 744226	74,000	-	72,000	
Lat 15, Main 7, SWI 468-84332	480915 744227	29,000	-	21,000	
Lat 404, FMC 468-84338	480916 744228	264,000	-	202,000	
Lat 14, Main 4, NWI 468-84343	480918 744230	169,000	-	98,000	
Lat 7, Main 4, NWI 468-84170	480920 744232	643,500	-	121,000	
Lat 10, Main 4, NWI 468-84243	480921 744233	342,000	-	305,000	
Lat 15, Main 4, NWI 468-84345	480922 744234	146,000	-	113,000	
Main 21, FMC 468-84240	480923 744235	2,600,000	-	62,000	
Lat 26, Main 19, SWI 468-84216	480925 744237	312,500	-	249,000	
Lat 2, Main 3, Boeing Sewer 468-84340	480926 744238	350,410	-	24,000	
Lat 523, SWI 468-84360	480928 744240	37,000	-	32,000	
Lateral 406 FMC 468-84383	480930 744242	110,000	-	13,000	



SCHEDULE I

Description Of Project	Project / Index Number	Amount Required			2/7/2008
		Preliminary Estimate	Renewal Money	New Money	
Lateral 407, FMC 468-84391	480932 744244	\$ 65,000	\$ -	\$ 17,000	
Lateral 4, Main 18, FMC 468-84357	480933 744245	133,000	-	11,000	
TOTAL NEIGHBORHOOD IMPROVEMENTS - SANITARY SEWERS		28,113,210	9,055,000	7,784,000	
<b>NEIGHBORHOOD IMPROVEMENTS - STORM SEWERS</b>					
SWD 254 468-83978	485294 751403	234,000	192,000	4,000	
SWD 255 468-83979	485299 751408	148,000	110,000	3,000	
SWD 236 468-83883	485302 751411	678,408	485,000	35,000	
SWD 272 468-84047	485306 751415	703,000	-	40,000	
SWD 269 468-84024	485312 751421	659,000	499,000	93,000	
Waterman SWD 468-84167	485313 751422	7,325,000	-	2,670,000	
SWD 294 468-84183	485314 751423	568,000	295,000	203,000	
SWD 295 468-84193	485318 751427	894,000	461,000	47,000	
SWD Harry/Mead 468-84219	485320 776572	211,384	16,000	154,000	
SWD 297 468-84204	485-321 751320	202,000	127,000	12,000	
SWD 290 468-84151	485322 751431	531,240	-	475,000	
SWD 298 468-84208	485323 751432	340,000	-	92,000	
SWD 623 468-84282	482324 751433	40,000	32,000	4,000	
SWD 301 468-84230	485325 785082	158,000	26,000	118,000	
SWD 311 468-84260	485326 751435	245,000	18,000	184,000	
SWS 626 468-84298	485327 751436	338,000	-	295,000	
SWD 308 468-84254	485328 751437	930,000	-	389,000	



SCHEDULE I

		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
SWD 318 468-84323	485330 751439	\$ 400,000	\$ -	\$ 227,000
SWD 320 468-84327	485331 751440	387,000	-	150,000
SWD 628 468-84325	485332 751441	534,000	-	287,000
SWD 317 468-84318	485333 751442	286,000	-	259,000
SWD 627 468-84319	485334 751443	529,000	-	385,000
SWD 315 468-84302	485335 751444	828,000	-	439,000
SWD 307 468-84253	485336 751445	617,000	-	617,000
SWS 630 468-84335	485337 751446	150,000	-	23,000
SWD 323 468-84330	485338 751447	390,000	-	26,000
SWD 322 468-84339	485339 751448	371,000	-	159,000
SWD 342 468-84353	485342 751451	1,450,000	-	73,000
TOTAL NEIGHBORHOOD IMPROVEMENTS - STORM SEWERS		20,147,032	2,261,000	7,463,000
<b>FACADE IMPROVEMENTS</b>				
Facade @ 820 & 900 E. 2nd	491017 766016	600,000	567,000	10,000
Façade @ 105 S. Broadway 472-84411	491020 766019	500,000	392,234	70,366
TOTAL FACADE IMPROVEMENTS		1,100,000	959,234	80,366
TOTAL TEMPORARY NOTES SERIES 222		\$ 439,540,258	\$ 24,733,000	\$ 53,147,000
TOTAL RENEWAL MONEY		\$ 24,733,000		
TOTAL NEW MONEY		53,147,000		
TOTAL TEMPORARY NOTES SERIES 222		\$ 77,880,000		



**FINAL**  
CITY OF WICHITA  
TEMPORARY NOTES ISSUE  
CAPITAL IMPROVEMENTS  
Jan-08  
SERIES 222

		<u>Amount Required</u>		<u>2/7/2008</u>				Authorizing Res./Ord. No. and Adoption Date
Description Of Project		Project / Index Number	Preliminary Estimate	Renewal Money	New Money	Cash	Statutory Reference	
<b><u>ARTERIAL PAVING</u></b>								
1	George Washington Blvd & Mt. Vernon 472-83168	200246 706792	2,100,000	-	-	11,300	KSA 12-685	44-490 2/1/2000
2	2001 Arterial Design Program 472-83314	201276 706811	1,150,000	-	-	11,400	KSA 12-685	44-897 3/20/2001
3	21st & Rock Road (83438)	201295 706829	2,130,000	22,000	-	-	KSA 12-685	45-134 11/20/2001
4	Webb @ 29th & K-96 472-83508	202306 706840	300,000	36,000	1,000	-	KSA 12-685	45-290 4/9/2002
5	29th St.; Rock - Webb 472-83519	202307 706841	2,885,000	-	-	21,700	KSA 12-685	45-289 4/9/2002 45-697 4/8/2003
6	Central, Maize - Tyler 472-83659	203314 706848	2,740,000	-	-	6,700	KSA 12-685	45-506 12/10/2002 45-779 10/7/2003 46-144 5/4/2004
7	Harry, Oliver-Woodlawn 472-83685	203318 706852	3,000,000	-	-	23,300	KSA 12-685	45-550 2/4/2003
8	29th; 1/2 M W of Maize to Maize 472-83752	203324 706858	85,000	-	11,000	-	KSA 12-685	45-734 6/10/2003
9	First & Hydraulic Intersection (Design)	203326 706860	20,000	-	-	-	KSA 12-685	R-45-733 6/10/2003
10	Central, Oliver-Woodlawn 472-83754	203328 706862	135,000	-	-	3,500	KSA 12-685	45-753 7/8/2003
11	Min, Douglas-Murdock 472-83811	203330 706864	1,465,000	-	-	21,200	KSA 12-685	45-777 8/12/2003



CITY OF WICHITA  
 TEMPORARY NOTES ISSUE  
 CAPITAL IMPROVEMENTS  
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 SERIES 222

Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
12 McCormick Realignment 472-83831	203332 706866	1,563,000	172,500	44,500	525,000	KSA 12-6A01	R-04-165 4/13/2004 R-06-161 4/4/2006
13 Little Ark River Bike Path 472-83812	203342 706876	700,000	-	15,000	-	KSA 13-1024c CO 156	R-03-359 7/15/2003 AR 05-137 3/22/2005
14 Harry / Mclean Instrsct 472-83781	204331 706865	990,000	12,100	-	-	KSA 12-685	45-096 10/21/2003
15 Hillside, Kellogg-Central 472-83862	204333 706867	5,540,000	161,000	12,000	838,400	KSA 12-685	45-919 11/4/2003 R-47-072 7/18/2006
16 Pawnee, Washington-Hydraulic 472-83858	204335 706869	5,360,000	-	312,000	281,000	KSA 12-685	45-915 11/4/2003 47-075 7/18/2006
17 Central, Oliver-Woodlawn 472-83873	204337 706871	4,885,000	-	387,000	234,900	KSA 12-685	45-928 11/18/2003 47-073 7/18/2006
18 Central, Woodlawn-Rock 472-83874	204338 706872	4,858,000	-	456,000	-	KSA 12-685	45-927 11/18/2003 47-074 7/18/2006
19 Rock, 21st-29th 472-83889	204340 706874	2,570,000	-	1,000	37,000	KSA 12-685	45-949 12/16/2003
20 119th St. West, 17th-21st 472-83890	204341 706875	1,125,000	-	-	23,500	KSA 12-685	45-948 12/16/2003
21 Hydraulic, 57th-47th 472-83902	204343 706877	5,050,000	-	1,300	67,700	KSA 12-685	45-989 2/10/2004



Update 1/3/2008

CITY OF WICHITA  
TEMPORARY NOTES ISSUE  
CAPITAL IMPROVEMENTS  
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SERIES 222

Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
							46-142 5/4/2004
22 West St: Maple-Central 472-83979	204356 706890	2,230,000	-	430,000	626,000	KSA 12-685	46-155 5/4/2004 46-807 11/1/2005
23 Pawnee: 119th-Maize-D 472-84005	204357 706891	210,000	-	-	48,100	KSA 12-685	46-161 5/11/2004
24 Seneca: I-235 - 31st S - D 472-84006	204358 706892	210,000	-	20,000	-	KSA 12-685	46-162 5/11/2004
25 Pawnee: Meridian-Seneca-D 472-84012	204359 706893	100,000	-	-	18,000	KSA 12-685	46-166 5/11/2004
26 Oliver: Harry - Kellogg Imp. - D 472-84018	204361 706895	225,000	-	38,000	-	KSA 12-685	46-172 5/11/2004 46-648 8/16/2005
27 MacArthur: Meridian-Seneca Imp.-D 472-83996	204362 706896	210,000	-	18,800	6,200	KSA 12-685	46-154 5/11/2004
28 Central: 135th W.-119th W. Imp.-D 472-84017	204364 706898	160,000	-	-	11,900	KSA 12-685	46-171 5/11/2004
29 Harry: K-42 Meridian Imp. 472-84001	204366 706900	1,400,000	-	16,000	129,000	KSA 12-685	46-159 5/11/2004 46-668 10/4/2005 46-894 2/28/2006
30 29th: 119th W.-Maize Imp. D-472-83982	204367 706901	95,000	-	-	10,000	KSA 12-685	46-148 5/11/2004
31 Pawnee-McLean Intrsctn. Imp. 472-84007	204372 706906	1,750,000	-	-	275,000	KSA 12-685	46-163 5/11/2004 46-806 11/1/2005



CITY OF WICHITA  
 TEMPORARY NOTES ISSUE  
 CAPITAL IMPROVEMENTS  
 Jan-08  
 SERIES 222

Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u>		<u>2/7/2008</u>	Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money				
								47-095 8/8/2006
32 04/05 Traffic Signal Prg. 472-83991	204377 706911	610,000	-	-		56,100	KSA 13-1024c CO 156	R-04-274 5/18/2004
33 29th St Imp Tyler-Ridge 472-83903	204380 706914	3,700,000	16,000	29,000		422,000	KSA 12-685	46-421 12/21/2004 46-878 1/24/2006
34 2005 Arterial Sidewlk/WCR prf 472-84142	205381 706915	400,000	-	28,200		151,800	KSA 13-1024c CO 156	R-05-017 1/4/2005
35 ITS Traffic Study-'05 472-84119	205382 706916	525,000	-	389,000		-	KSA 13-1024c CO 156	R-05-020 1/4/2005
36 Tyler/Yosemite Inter. 472-84185	205385 706919	5,250,000	-	636,000		93,000	KSA 12-685	46-557 3/22/2005 47-464 4/24/2007
37 37th St. N. Tyler-Ridge 472-84186	205386 706920	5,350,000	314,000	34,000		986,000	KSA 12-685	46-558 3/22/2005 47-099 8/15/2006
38 Gyp Creek Bikepath-D 472-84194	205387 706921	1,115,000	4,600	19,400		-	KSA 13-1024c CO 156	R-05-192 4/5/2005
39 Hydraulic, 63rd S. -57th S. 472-84118	205388 706922	2,500,000	-	17,800		590,200	KSA 12-685	46-593 5/10/2005
40 21st; Oliver-Woodlawn 472-84235	205389 706923	2,430,000		-		37,600	KSA 12-685	46-611 6/28/2005
41 Maize/Westport Intersect. 472-84244	205390 706924	460,000	15,900	2,300		12,800	KSA 12-685	46-626 7/19/2005 47-044 6/13/2006
42 13th/Broadway Intrsct. Imp. 472-84178	205391	2,435,000	73,400	246,000		433,600	KSA	46-633



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			Renewal Money	New Money			
	706925					12-685	7/26/2005
43 2005 Arterial St. Rehab. 472-84158	205392 706926	400,000	-	-	105,800	KSA 12-685	46-631 7/26/2005
44 Ridge/Maple Intrst. Imp. 472-84258	205393 706927	2,230,000	-	159,000	308,000	KSA 12-685	46-652 8/23/2005 46-993 3/28/2006 47-133 9/26/2006
45 Greenwich: 13th-27th N. 472-84274	205395 706929	6,000,000	-	44,000	180,000	KSA 12-685	46-667 10/4/2005
46 Boys & Girls Club Imp. 472-84282	205396 706930	1,330,000	-	146,000	224,000	KSA 12-6A01	R-05-525 10/18/2005
47 13th/Mosley Intrst. Imp. 472-84269	205397 706931	1,700,000	-	14,000	-	KSA 12-685	46-805 11/1/2006
48 Pawnee, Palisade-Water 472-84283	205398 706932	2,093,892	-	-	600,000	KSA 12-685	46-808 11/1/2005 47-008 4/11/2006
49 13th, I-135-Woodlawn 472-84320	205399 706933	210,000	-	39,700	64,300	KSA 12-685	46-838 12/20/2005
50 21st/Broadway Intrstcn 472-84295	205400 706934	140,000	-	31,600	33,400	KSA 12-685	46-839 12/20/2005
51 47th St. S. Meridian-Seneca 472-84296	205401 706935	215,000	-	1,000	37,000	KSA 12-685	46-840 12/20/2005
52 55th St. S./Broadway Intrstcn 472-84306	205402 706936	85,000	-	15,400	7,600	KSA 12-685	46-841 12/20/2005
53 119th St. W. Kellogg-Maple 472-84306	205403 706937	160,000	-	33,300	16,700	KSA 12-685	46-842 12/20/2005
54 135th St. W. Maple-Central 472-84308	205404	145,000	-	1,200	39,800	KSA	46-843



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			Renewal Money	New Money			
	706938					12-685	12/20/2005
55 151st. St. W. Kellogg-Maple 472-84318	205405 706939	400,000	-	4,000	38,000	KSA 12-685	46-844 12/20/2005 47-071 7/18/2006
56 Central/Tyler Intrscn 472-84311	205406 706940	145,000	-	40,600	33,400	KSA 12-685	46-845 12/20/2005
57 Greenwich, Harry-Kellogg 472-84301	205407 706941	155,000	-	22,200	29,800	KSA 12-685	46-846 12/20/2005
58 Hydraulic, Harry-Kellogg 472-84310	205408 706942	27,500	-	2,400	4,600	KSA 12-685	46-847 12/20/2005
59 Lincoln St Imp Hillside-Oliver 472-84307	205409 706943	25,000	-	-	10,400	KSA 12-685	46-848 12/20/2005
60 Meridian, 47th St. S.-31st St. S. 472-84302	205410 706944	400,000	-	39,000	39,000	KSA 12-685	46-849 12/20/2005
61 Meridian, Pawnee-Orient 472-84309	205411 706945	60,000	-	10,000	-	KSA 12-685	46-850 12/20/2005
62 Mt. Vernon, Broadway-Ark River 472-84289	205412 706946	367,500	-	24,100	14,900	KSA 12-685	46-851 12/20/2005
63 Pawnee, K-15-Hillside 472-84303	205413 706947	145,000	-	-	17,400	KSA 12-685	46-852 12/20/2005
64 Woodlawn, Lincoln-Kellogg 472-84304	205414 706948	105,000	-	1,000	18,000	KSA 12-685	46-853 12/20/2005
65 Ark River Bike Path, Galena-GWB 472-84319	205415 706949	155,000	-	16,100	53,900	KSA 13-1024c CO 156	R-05-662 12/13/2005
66 Central/Oliver intrsc. 472-84362	206416 706950	1,250,000	-	939,000	151,200	KSA 12-685	46-879 1/24/2006



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67 Pawnee: Maize-119th St. W. 472-84357	206417 706951	8,000,000	-	757,800	179,200	KSA 12-685	46-880 1/24/2006 47-127 9/19/2006	
68 MacArthur: Meridian-Seneca 472-84358	206418 706952	3,600,000	112,266	47,534	49,200	KSA 12-685	46-889 2/14/2006	
69 17th St. N. Broadway - I-135 472-84392	206419 706953	1,000,000	-	7,300	120,700	KSA 13-1024c CO 156	R-06-119 3/7/2006	
70 21st St., K-96 to 19th St. E.	206420 706954	100,000	-	58,000	11,000	KSA 12-685	46-994 3/21/2006 47-332 2/6/2007	
71 Greenwich, 26th-29th 472-84415	206421 706955	1,700,000	-	-	300,000	KSA 12-685	47-045 6/13/2006	
72 2006/07 Traffic Signalization 472-84424	206422 706956	700,000	-	50,000	-	KSA 12-6A01 CO 156	06-389 7/11/2006	
73 2006 Arterial Street Rehab 472-84429	206423 706957	400,000	-	2,900	296,100	KSA 12-685	47-094 8/1/2006	
74 Pawnee; Meridian - Seneca 472-84356	206424 706958	4,900,000	-	599,000	253,500	KSA 12-685	47-097 8/15/2006	
75 Greenwich Rd, Central-13th (Design) 472-84435	206425 706959	3,279,995	-	1,063,000	58,300	KSA 12-685	47-119 9/19/2006	
76 Int. Trans Syst Traffic Signals 472-84446	206426 706960	3,779,493	-	11,000	-	KSA 12-6A01 CO 156	06-479 9/19/2006	
77 Tyler Imp. K-42 to Harry 472-84475	206427 706961	700,000	-	433,000	-	KSA 12-685	47-283 11/14/2006	
78 Greenwich; Central to 13th 472-84435	208220 706663	3,623,000	-	-	48,800	KSA 12-685	43-705 3/3/1998 43-912	



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			Renewal Money	New Money			
							7/7/1998 44-222 3/23/1999
79 Central, West-McLean 472-82906	208222 706689	4,500,000	274,000	5,000	-	KSA 12-685	43-710 3/17/1998 44-253 5/25/1999
80 29th, Oliver - Woodlawn 472-82996	208229 706754	1,350,000	-	-	17,800	KSA 12-685	43-944A 8/18/1998
81 Harry, Webb - Greenwich 472-83091	209232 706771	2,400,000	-	-	14,600	KSA 12-685	44-240 4/27/1999
<b><u>BRIDGES</u></b>	<b>Total</b>	<b>137,992,380</b>	<b>1,213,766</b>	<b>7,783,434</b>	<b>9,390,300</b>		
1 13th Bridge@Cowskin Crk 472-83851	244113 751697	3,120,000	90,000	2,000	-	KSA 12-685	45-907 10/21/2003 46-210 7/20/2004
2 Murdock Bridge@Little Ark River 472-83895	244114 715698	1,654,800	-	-	3,500	KSA 12-685	45-950 12/16/2003 46-147 5/11/2004 46-190 5/15/2004
3 21st St Bridge @ Ark River - D - 472-84019	244116 715700	45,000	-	21,000	-	KSA 12-685	46-173 5/11/2004
4 Central Rail Corridor - LST	249073 715569	105,631,101	-	10,000,000	-	KSA 13-1024c CO 156	99-173 5/25/1999 02-131 3/5/2002 03-113 3/4/2003 03-567 11/4/2003



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			Renewal Money	New Money			05-122 3/8/2005
5 Oliver Bridge@Gyp Crk 472-84184	245119 715703	1,084,474	-	3,400	43,600	KSA 12-685	46-546 3/8/2005
6 13th St. Bridge@ LAR 472-84314	245121 715705	105,000	-	11,000	45,100	KSA 12-685	46-854 12/20/2005
7 21st St. Overpass, Broadway-I-135	245122 715706	175,000	-	1,800	13,200	KSA 12-685	46-855 12/20/2005
8 21st St Bridge @ LAR 472-84315	245123 715707	55,000	-	23,000	-	KSA 12-685	46-856 12/20/2005
9 25th St Bridge @ LAR 472-87316	245124 715708	55,000	-	25,000	-	KSA 12-685	46-857 12/20/2005
10 Grove St Bridge @ Frisco Ditch 472-84317	245125 715709	25,000	-	7,000	-	KSA 12-685	46-858 12/20/2005
11 11th St. Bridge@Drn Canal 472-84396	246126 715710	1,532,000	-	-	349,000	KSA 12-685	47-009 4/11/2006 47-128 9/19/2006
12 S. Broadway Viaduct 472-84597	247130 715714	500,000	-	378,000	-		07-513 9/11/2007
13 Pawnee Bridge at Dry Creek (Design) 472-83045	248096 715664	440,000	-	-	2,900	KSA 12-685	43-911 7/7/1998
<b><u>PUBLIC IMPROVEMENTS</u></b>	<b>Total</b>	<b>114,422,375</b>	<b>90,000</b>	<b>10,472,200</b>	<b>457,300</b>		
1 Northeast Baseball Complex	435322 792352	1,000,000	-	8,000	24,000	KSA 13-1024C CO 156	R-01-365 9/11/2001 AR-03-329 6/17/2003



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2	Homeland Defense Readiness Center	435349 792379	1,700,000	-	10,000	10,000	KSA 13-1024c CO 156	R-02-285 6/18/2002
3	Water Walk - Eastbank Development	435352 792458	36,800,000	-	612,000	780,000	KSA 13-1024c CO 156	02-402 9/10/2002 04-534 9/21/2004 06-367 6/20/2006 47-062 6/1/2706
4	Century II - Bleacher Seats	435353 792383	2,150,000	-	-	2,000	KSA 13-1024c CO 156	R-02-570 12/17/2002 R-04-124 3/16/2004
5	Dist. 2 Neighborhood City Hall	435362 792362	475,000	-	2,000	-	KSA 13-1024c CO 156	03-152 3/25/2003
6	Police Property & Evidence Relocation	435376 792406	675,000	-	-	1,100	KSA 13-1024c CO 156	R-04-337 7/13/2004
7	Animal Shelter Build.	435377 792407	3,300,000	-	96,000	40,000	KSA 13-1024c CO 156	04-292 6/8/2004
8	City Facilities ADA Compliance	435379 792409	300,000	-	23,000	5,300	KSA 13-1024c CO 156	R-04-532 9/21/2004
9	Library ADA Improv.	435380 792410	100,000	-	10,000	-	KSA 13-1024c CO 156	R-04-386 7/27/2004
10	Kansas Aviation Museum Phase 2 - 472-84455	435389 792419	775,000	-	-	25,000	KSA 13-1024c CO 156	R-06-523 10/17/2006
11	City Hall Security/Landscape	435390 792420	3,381,000	-	491,000	194,000	KSA 13-1024c CO 156	R-04-533 9/21/2004
12	Land Acquisition - District V	435391 792421	2,950,000	2,915,000	-	-	KSA 13-1024c CO 156	R-03-668 12/30/2003
13	City Hall Garage Repairs	435392	500,000	-	51,000	185,000	KSA 13-1024c	04-617



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	792427					CO 156	11/16/2004 05-524 10/18/2005
14 CMP Expansion	435405 792455	150,000	-	-	1,000	KSA 13-1024c CO 156	05-299 6/7/2005
15 City Hall 1st Floor Remodel	435407 792459	1,950,000	-	264,000	17,000	KSA 13-1024c CO 156	R-05-405 8/2/2005
16 Facilities Space Utilization	435408 792460	1,500,000	-	407,000	237,000	KSA 13-1024c CO 156	05-383 7/26/2005
17 Arena Neighborhood Redev.	435409 792461	250,000	-	-	64,000	KSA 10-101	46-632 7/26/2005
18 Police Mobile Radios	435410 792462	1,640,000	-	-	11,000	KSA 13-1024c CO 156	46-656 9/20/2005
19 CIP Planned Savings	435411 792463	2,250,000	-	2,051,000	73,000	KSA 13-1024c CO 156	46-804 11/1/2005
20 Indian Center Remodel	435414 792482	600,000	-	-	1,000	KSA 13-1024c CO 156	05-501 10/4/2005
21 Park land Purchase	435415 792483	1,125,000	-	-	18,000	KSA 13-1024c CO 156	R-05-527 10/18/2005
22 International Marketplace Dist.	435417 792485	300,000	-	16,000	216,000	KSA 13-1024c CO 156	46-816 11/8/2005
23 Power CDC Grocery Store	435418 792486	350,000	-	352,000	-	KSA 12-1770	R-97-144 6/3/1997 43-508 6/24/1997 45-918 11/4/2003 R-05-402 8/2/2005 R-05-466 9/13/2005



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24	Fire Training Grounds Imp.	435419 792487	1,700,000	-	289,000	1,268,000	KSA 13-1024c CO 156	06-157 3/28/2006
25	Fire Station 20 - Pawnee & Greenwich	435420 792489	7,300,000	-	-	73,000	KSA 13-1024c CO 156	06-460 9/12/2006
26	Mercado Public Market Design	435424 792493	50,000	-	22,000	-	KSA 13-1024c CO 156	47-266 10/17/2006
27	Aviation Training School	436603 793006	1,600,000	-	-	1,594,000	KSA 13-1024c CO 156	06-147 3/21/2006
28	Fire Apparatus Replacement	436604 793007	5,434,000	-	188,000	517,000	KSA 13-1024c CO 156	R-06-144 3/21/2006
29	Bomb Range Reloc./Imp.	436605 793008	1,850,000	-	204,000	275,000	KSA 13-1024c CO 156	R-06-159 4/4/2006
30	Fire Apparatus 2007-08	436607 793010	3,419,000	-	15,000	3,008,000	KSA 12-1736 KSA 12-1737c	06-638 11/28/2006
31	Hilltop Neighborhood Master Plan	436608 793011	125,000	-	12,000	-	KSA 10-101	47-132 9/19/2006
Total			85,574,000	2,915,000	5,123,000	8,639,400		

**PARK IMPROVEMENTS**

1 Central Riverside Park Imp/Mod	390148 785016	5,450,000	-	23,000	48,000	KSA 13-1024c CO 156	R-99-412 10/19/1999 99-481 12/21/1999 01-027 1/23/2001 R-01-202 5/8/2001 R-02-185 4/2/2002 03-066 2/4/2003 03-366 7/15/2003	
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			Renewal Money	New Money			
2 Skate Park	392159 785027	200,000	-	-	3,000	KSA 13-1024c CO 156	R-02-089 2/5/2002 R-02-314 7/2/2002 R-04-586 10/19/2004
3 2004 Park Facilities Renov.	394174 785042	400,000	-	-	2,000	KSA 13-1024c CO 156	R-03-672 12/16/2003
4 2004 Park - Paths/Sidewalks	394175 785143	40,000	-	-	7,500	KSA 13-1024c CO 156	03-656 12/16/2003
5 Park - S. Arkansas River Park '05 Design	395179 785047	300,000	-	7,000	239,000	KSA 13-1024c CO 156	04-467 9/14/2004 05-526 10/18/2005
6 Park 05 - Parking lots/entry drives	395180 785048	450,000	-	-	12,000	KSA 13-1024c CO 156	R-04-679 12/21/2004
7 Park 05 - Lighting	395182 785050	100,000	-	8,000	7,000	KSA 13-1024c CO 156	R-05-190 4/5/2005
8 Park 05 - Paths/Sidewalks	395183 785051	40,000	-	-	1,000	KSA 13-1024c CO 156	R-05-191 4/5/2005
9 Park 05 - Facilities Renov.	395184 785052	400,000	-	12,000	2,000	KSA 13-1024c CO 156	R-05-124 3/8/2005
10 Park 05 - Grove Park Ph II	395185 785053	600,000	-	4,000	6,000	KSA 13-1024c CO 156	R-05-422 8/9/2005
11 Park 05/06 - Athletic Courts	395186 785054	440,000	-	237,000	121,000	KSA 13-1024c CO 156	R-05-450 9/13/2005
12 Park 05 - Schweiter Park	395188 785056	510,000	-	197,000	190,000	KSA 13-1024c CO 156	05-451 9/13/2005
13 Park 05-06 Playgrounds	395190 785058	400,000	-	29,000	306,000	KSA 13-1024c CO 156	05-449 9/13/2005



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14 Park 05 - Watson Park Const.	395191 785059	540,000	-	367,000	-	KSA 13-1024c CO 156	05-245 9/13/2005
15 Park 05 - Century II Stage/Equip. Ren/Rplcm	395196 785064	50,000	-	-	7,000	KSA 13-1024c CO 156	06-018 1/10/2006
16 Park 05/06 - Plainview Park Football Field	395197 785065	500,000	-	-	41,000	KSA 13-1024c CO 156	06-019 1/10/2006
17 Park 05 - Ice Center Facility Renovat.	395200 785068	70,000	-	-	11,000	KSA 13-1024c CO 156	06-059 2/14/2006
18 Park 05 - Irrigation Sys Rplc/Upgrd	395203 785071	200,000	-	12,000	131,000	KSA 13-1024c CO 156	06-142 3/21/2006
19 Pathways/Sidewalks Schell Park	396189 785057	40,000	-	-	35,000	KSA 13-1024c CO 156	05-521 10/18/2005
20 Park 06 Park Facilities Renovation	396192 785060	400,000	-	185,000	123,000	KSA 13-1024c CO 156	05-541 11/1/2005
21 Park 06 -Swimming Pool Imp.	396199 785067	100,000	-	7,000	18,000	KSA 13-1024c CO 156	06-057 2/14/2006
22 Park 06 - Land Accq. 5220 S. Meridian	396201 785069	86,500	-	-	1,000	KSA 13-1024c CO 156	R-06-064 2/14/2006
23 Park 06 - Parking Lots/Entry Drives	396202 785070	365,000	-	200,000	31,000	KSA 13-1024c CO 156	06-058 2/14/2006
24 Park 06 - Lighting	396204 785072	100,000	-	-	2,000	KSA 13-1024c CO 156	06-143 3/21/2006
25 Restoration of Sim Park Memorial Entry	396205 785073	100,000	-	52,000	40,000	KSA 13-1024c CO 156	06-356 6/13/2006
26 Park 06 - Wichita Ice Center	396207 785075	105,000	-	5,000	10,000	KSA 13-1024c CO 156	06-390 7/11/2006
27 Park 06 - S. Arkansas River Study	396208 785076	30,000	-	28,000	-		



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			Renewal Money	New Money			
28 Park 06- Master Planning & Devel.	396209 785077	250,000	-	60,500	10,500	KSA 12-685	47-080 7/25/2006
29 Park 07 - Athletic Court Repair	396210 785078	220,000	-	42,000	177,000	KSA 13-1024c CO 156	06-424 8/8/2006
30 Park 07 - Park Facilities Renovation - GO	397212 785081	400,000	-	149,000	-	KSA 13-1024c CO 156	06-524 10/17/2006
31 Park 07 - Swimming Pool Imp.	397213 785082	100,000	-	69,500	13,500	KSA 13-1024c CO 156	06-684-06-694 12/19/2006
32 Park 07 - Playground Rehah./Development	397217 785099	200,000	-	19,000	-	KSA 13-1024c CO 156	06-677-06-680 12/19/2006
<b>Total</b>		<b>13,186,500</b>	<b>-</b>	<b>1,713,000</b>	<b>1,595,500</b>		
<b><u>MISCELLANEOUS</u></b>							
1 Cowskin Creek Basin-Flood Mitigation	860527 660780	1,000,000	12,000	72,000	-	KSA 13-1024c CO 156	R-00-050 2/8/2000
2 Row Acquisition Cowskin Creek Improvement	864002 660792	1,000,000	-	261,000	882,000	KSA 13-1024c CO 156	04-154 4/6/2004
3 Rehabilitation of Pump #2 & #4	864100 660796	990,000	-	107,000	-	KSA 13-1024c CO 156	04-596 11/2/2004
4 1st & 2nd Street East Outfall	864501 660798	290,000	-	80,000	-	KSA 13-1024c CO 156	04-598 11/2/2004
5 Dry Creek Row - Flood Mitigation	864602 660799	2,000,000	-	11,000	-	KSA 13-1024c CO 156	04-600 11/2/2004
6 Gypsum Creek Improv. - Rock to Eastern 468-84178	866001 660800	1,200,000	-	29,000	-	KSA 13-1024c CO 156	06-354 6/13/2006
7 Dry Creek Channel Improv. 468-84177	866002 660801	1,300,000	-	467,000	-	KSA 13-1024c CO 156	06-353 6/13/2006
8 9th St & West Drainage Outfall 468-84179	866003	550,000	-	64,000	-	KSA 13-1024c	06-352



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	660802					CO 156	6/13/2006
9 Gypsum Creek Improv. - W. of Hillside 468-82473	866004 660802	2,100,000	-	84,000	-	KSA 13-1024c CO 156	06-357 6/13/2006
10 Gypsum Creek Improv. - Pawnee to Woodlawn 468-84224	866005 660804	2,100,000	-	74,000	-	KSA 13-1024c CO 156	06-468 9/19/2006
11 Calfskin & Dry Creek Flood Mapping Study 468-84269	866006 660805	600,000	-	495,000	-	KSA 13-1024c CO 156	06-659 12/12/2006
12 Phase 1 - Digital SW Drainage Struc. Inv.	867001 660806	1,000,000	-	127,000	-	KSA 13-1024c CO 156	06-706 12/19/2006
<b>Total</b>		<b>7,780,000</b>	<b>12,000</b>	<b>1,871,000</b>	<b>882,000</b>		
<b><u>NEIGHBORHOOD IMPROVEMENTS - PAVING</u></b>							
1 21st St. Accel-Decel-Paving 472-84206	490048 765935	267,120	103,000	134,000	-	KSA 12-6a01 et seq as amended	R-05-248 5/3/2005 R-06-194 4/25/2006 R-06-426 8/15/2006
2 30th St. South - Paving 472-84215	490057 765944	99,196	54,000	43,000	-	KSA 12-6a01 et seq as amended	R-05-303 6/7/2005
3 Alley: Woodlawn-Mission-paving 472-84222	490058 765945	86,350	-	25,000	-	KSA 12-6a01 et seq as amended	05-304 6/7/2005
4 26th St N. Circle - paving 472-84241	490059 765946	255,740	197,000	16,000	-	KSA 12-6a01 et seq as amended	R-05-319 6/14/2005
5 Kellogg Frontage Rd. - NI paving 472-83962	490064 765951	200,250	83,000	1,000	-	KSA 12-6a01 et seq as amended	R-04-114 3/16/2004
6 Mascot - NI paving 472-84298	490085 765970	215,000	15,000	190,000	-	KSA 12-6a01 et seq as amended	R-05-544 11/1/2005
7 University - NI Paving 472-84299	490086 765971	97,600	-	93,000	-	KSA 12-6a01 et seq as amended	05-543 11/1/2005



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							07-264 4/24/2007
8 Zelta - NI Paving 472-84300	490087 765972	296,100	14,000	21,000	-	KSA 12-6a01 et seq as amended	R-05-538 11/1/2005
9 Tara Falls - NI paving 472-84271	490090 765975	400,000	329,000	5,000	-	KSA 12-6a01 et seq as amended	R-05-681 12/20/2005
10 Bayside Ct. - NI paving 472-84364	490096 765981	842,000	255,000	480,000	-	KSA 12-6a01 et seq as amended	R-06-040 1/24/2006
11 Zimmerlly Court- paving 472-84297	490107 765990	100,000	80,000	2,000	-	KSA 12-6a01 et seq as amended	05-550 11/1/2005
12 Merton - NI paving 472-84410	490109 765992	155,040	13,000	133,000	-	KSA 12-6a01 et seq as amended	R-06-214 5/9/2006
13 Jade - NI paving 472-84227	490110 765993	429,000	304,000	100,000	-	KSA 12-6a01 et seq as amended	R-05-606 11/15/2005
14 Bracken/Troon/Wood - NI paving 472-84406	490111 765994	497,000	40,000	363,000	-	KSA 12-6a01 et seq as amended	R-06-186 4/18/2006
15 Westlakes Parkway - NI paving 472-84279	490113 765996	590,790	221,000	250,000	-	KSA 12-6a01 et seq as amended	R-05-487 10/4/2005 07-332 6/5/2007
16 Fawnwood - NI paving 472-84291	490116 765999	974,000	722,000	45,000	-	KSA 12-6a01 et seq as amended	R-05-559 11/1/2005 R-06-138 3/21/2006
17 Grey Meadow - NI paving 472-84421	490117 766100	675,000	304,000	331,000	-	KSA 12-6a01 et seq as amended	R-06-350 6/13/2006
18 Loch Lomond - NI paving 472-84084	490118 766101	667,800	511,000	14,000	-	KSA 12-6a01 et seq as amended	R-05-090 3/1/2005
19 Wilson Estates Ct., SS & WS Legacy Park 472-84404	490119 766102	321,000	233,000	21,000	-	KSA 12-6a01 et seq as amended	R-06-205 5/2/2006



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							R-06-206 5/2/2006 R-06-207 5/2/2006 R-06-330 6/6/2006
20 Marblefalls 472-84324	490120 766103	459,000	305,000	110,000	-	KSA 12-6a01 et seq as amended	R-05-595 11/8/2005
21 Mainsgate - paving - 472-84246	490121 766104	438,000	378,000	32,000	-	KSA 12-6a01 et seq as amended	05-420 8/9/2005 05-499 10/4/2005 06-421 8/8/2006
22 Michelle - 472-84425	490122 766105	57,000	40,000	5,000	-	KSA 12-6a01 et seq as amended	06-369 6/20/2006
23 Mt Vernon 472-84423	490123 766106	467,000	266,000	121,000	-	KSA 12-6a01 et seq as amended	R-06-373 6/27/2006
24 Gouverneur and Osie 472-84428	490124 766107	275,000		189,000		KSA 12-6a01 et seq as amended	06-412 8/1/2006
25 50th St South Paving - 472-84416	490125 766108	259,000	19,000	190,000	-	KSA 12-6a01 et seq as amended	06-348 6/6/2006 06-462 9/12/2006
26 Grove 472-84438	490126 766109	345,000	21,000	4,000	-	KSA 12-6a01 et seq as amended	R-06-453 8/22/2006
27 Aksarben Paving 472-84105	490127 766110	379,440	280,000	20,000	-	KSA 12-6a01 et seq as amended	04-560 10/12/2004
28 Upland Hills (Turkey Creek 2nd) 472-84030	490128 766111	553,000	34,000	447,000	-	KSA 12-6a01 et seq as amended	04-264 5/18/2004 05-110 3/1/2005



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29	Brookside	472-84442	490129 766112	159,120	14,000	117,000	-	KSA 12-6a01 et seq as amended	06-461 9/12/2006
30	Bellechase	472-84426	490130 766113	390,000	26,000	325,000	-	KSA 12-6a01 et seq as amended	06-491 9/26/2006
31	Spring Hollow Drive	472-84448	490131 766114	372,000	30,000	289,000	-	KSA 12-6a01 et seq as amended	06-510 9/26/2006
32	143rd St E; Asphalt Mat	472-83979	490132 766115	195,800	17,000	163,000	-	KSA 12-6a01 et seq as amended	04-381 7/20/2004 05-170 4/5/2005 06-063 2/14/2006
33	19th St North	472-84449	490133 766116	938,000	140,000	525,000	-	KSA 12-6a01 et seq as amended	06-501 9/26/2006 06-650 11/28/2006
34	Sunview St.	472-83626	490136 766118	133,000	92,000	35,000	-	KSA 12-6a01 et seq as amended	R-04-060 2/10/2004
35	Westlakes Courts	472-84470	490137 766119	250,000	-	192,000	-	KSA 12-6a01 et seq as amended	06-583 11/7/2006 07-333 6/5/2007
36	N-S. Alley N. Pawnee, Ida - Laura	472-84471	490138 766120	22,800	-	21,000	-	KSA 12-6a01 et seq as amended	06-584 11/7/2006
37	Stafford Street Paving	472-84476	490140 766122	368,500	-	74,000	-	KSA 12-6a01 et seq as amended	06-581 11/7/2006
38	Maize Court Paving	472-84286	490141 766123	212,000	-	17,000	-	KSA 12-6a01 et seq as amended	05-534 10/18/2005 06-401 7/25/2006 07-370 6/26/2007



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39 Pepper Ridge Street Paving 472-84263	490142 766124	275,000	-	213,000	-	KSA 12-6a01 et seq as amended	05-439 8/16/2005 07-005 1/9/2007	
40 58th Street North Paving 472-84465	490143 766125	601,000	-	35,000	-	KSA 12-6a01 et seq as amended	06-570 10/24/2006	
41 Victoria Court Paving 472-83868	490144 766126	753,000	-	255,000	-	KSA 12-6a01 et seq as amended	04-392 8/3/2004 06-599 11/14/2006 07-039 2/6/2007	
42 Rutgers St Paving 472-84043	490145 766127	591,000	-	416,000	-	KSA 12-6a01 et seq as amended	04-373 7/20/2004 05-362 7/12/2005 07-313 5/22/2007	
43 Castle Rock/Rockhill St Paving 472-84521	490146 766128	1,090,740	-	80,000	-	KSA 12-6a01 et seq as amended	07-126 2/13/2007	
44 Flutter St Paving 472-84505	490147 766129	1,060,000	-	645,000	-	KSA 12-6a01 et seq as amended	07-112 2/13/2007	
45 Onewood St Paving 472-84393	490148 766130	427,000	-	358,000	-	KSA 12-6a01 et seq as amended	06-140 3/21/2006 07-130 2/13/2007	
46 Mark Randal St Paving 472-84091	490149 766131	550,290	-	478,000	-	KSA 12-6a01 et seq as amended	04-507 9/14/2004 06-631 11/21/2006 07-398 7/10/2007	
47 44th Street South Paving 472-84527	490154 766136	668,000	-	28,000	-	KSA 12-6a01 et seq as amended	07-196 3/13/2007	



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			Renewal Money	New Money			
							07-494 9/11/2007
48 Athenian Street Paving 472-84473	490155 766137	192,000	-	179,000	-	KSA 12-6a01 et seq as amended	06-539 10/17/2006 07-177 3/13/2007 07-321 5/5/2007
49 Herrington Street Paving 472-84535	490156 766138	349,000	-	24,000	-	KSA 12-6a01 et seq as amended	07-198 3/13/2007
50 Kentucky Street Paving 472-84544	490157 766139	529,000	-	30,000	-	KSA 12-6a01 et seq as amended	07-222 4/3/2007 07-557 10/16/2007
51 Woodridge Street Paving 472-84137	490161 766143	188,640	-	135,000	-	KSA 12-6a01 et seq as amended	04-651 12/7/2004 07-303 5/15/2007
52 37th St N Pavement 472-83411	490162 766144	137,500	-	105,000	-	KSA 1980 Supp 12-6a0 et seq as amended	01-318 7/24/2001
53 51st N; Meridian-Athenian 472-84545	490167 766149	334,860	-	25,000	-	KSA 12-6a01 et seq as amended	07-234 4/10/2007 07-277 5/1/2007
54 51st N; Athenian-Delaware 472-84551	490168 766150	305,250	-	24,000	-	KSA 12-6a01 et seq as amended	07-278 5/1/2007
55 Blackstone Street Paving 472-84397	490169 766151	542,000	-	32,000	-	KSA 12-6a01 et seq as amended	06-381 6/27/2006
56 Jamesburg Street Paving 472-84459	490170 766152	694,000	-	113,000	-	KSA 12-6a01 et seq as amended	06-551 10/17/2006
57 Lake Ridge Street Paving 472-84441	490171 766153	615,000	-	46,000	-	KSA 12-6a01 et seq as amended	06-451 8/22/2006



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			Renewal Money	New Money			
							07-320 6/5/2007
58 Gilda & Wickham St Paving 472-84565	490173 766155	165,000	-	12,000	-	KSA 12-6a01 et seq as amended	07-338 6/5/2007 07-529 9/25/2007
59 Fawn Grove-Sunset Lakes Add'n 472-84576	490179 766161	320,000	-	23,000	-	KSA 12-6a01 et seq as amended	07-439 8/7/2007
<b>Total</b>		<b>23,830,926</b>	<b>5,140,000</b>	<b>8,399,000</b>	<b>-</b>		
<b><u>NEIGHBORHOOD IMPROVEMENTS - WATER</u></b>							
1 WDS Sycamore Pond 448-90200	470004 735331	84,000	59,000	3,000	-	KSA 12-6a01	06-343 6/6/2006
2 WDS South Broadway Gardens 448-90222	470005 735332	115,900	-	34,000	-	KSA 12-6a01	06-438 8/15/2006
3 WDS Turkey Creek 2nd 448-89963	470007 735334	117,000	30,000	47,000	-	KSA 12-6a01	04-256 5/18/2004 05-102 3/1/2005
4 WDS Bellechase 448-90205	470008 735335	104,000	41,000	43,000	-	KSA 12-6a01	06-488 9/26/2006
5 WDS Clear Creek 448-90232	470009 735336	73,000	56,000	4,000	-	KSA 12-6a01	06-508 9/26/2006
6 WDS Fox Ridge 448-90247	470012 735339	72,000	-	41,000	-	KSA 12-6a01	06-582 11/7/2006 07-329 6/5/2007
7 WDS Terradyne W. 448-90250	470013 735340	66,950	-	62,000	-	KSA 12-6a01	06-639 11/28/2006
8 WDS Terradyne W. 448-90251	470014 735341	175,000	12,000	91,000	-	KSA 12-6a01	R-06-640 11/28/2006



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9	WDS Brentwood 448-90252	470015 735342	66,000	-	56,000	-	KSA 12-6a01	06-578 11/7/2006
10	WDS Lillie 448-90116	470016 735343	82,000	-	52,000	-	KSA 12-6a01	05-532 10/18/2005 06-404 7/25/2006 07-367 6/26/2007
11	WDS Santa Fe Ind. Dist. 3rd 448-90259	470017 735344	28,000	20,000	5,000	-	KSA 12-6a01	R-06-653 12/12/2006
12	WDS Southwest Passage 448-90230	470018 735345	186,000	-	141,000	-	KSA 12-6a01	07-018 1/9/2007 07-316 6/5/2007
13	WDS Southwest Passage 448-90231	470019 735346	74,000	-	41,000	-	KSA 12-6a01	07-019 1/9/2007
14	WDS Tyler's Landing 3rd 448-90104	470020 735347	65,000	-	51,000	-	KSA 12-6a01	05-435 8/16/2005 07-001 1/9/2007
15	WDS Monarch Landing 448-90275	470021 735348	299,000	79,000	176,000	-	KSA 12-6a01	R-07-107 2/13/2007
16	WDS Northgate 448-90242	470022 735349	160,000	-	118,000	-	KSA 12-6a01	06-557 10/24/2006
17	WDS Pier 37 448-90272	470023 735350	122,000	11,000	102,000	-	KSA 12-6a01	R-07-060 2/6/2007
18	WDS Turkey Creek 2nd 448-89959	470024 735351	70,000	-	61,000	-	KSA 12-6a01	04-252 5/18/2004 05-098 3/1/2005 07-166 3/13/2007



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							07-263 4/24/2007
19 WDS Rivendale 448-89889	470025 735352	147,000	-	91,000	-	KSA 12-6a01	03-550 10/21/2003 06-597 11/14/2006
20 WDS Prairie Point 448-89974	470026 735353	87,900	-	55,000	-	KSA 12-6a01	04-368 7/20/2004 05-357 7/12/2005
21 WDS Krug South 448-90277	470027 735354	301,000	-	173,000	-	KSA 12-6a01	07-116 2/13/2007
22 WDS Fontana 3rd 448-90004	470028 735355	98,200	-	74,000	-	KSA 12-6a01	04-491 9/14/2004 06-620 11/21/2006
23 WDS Legacy 3rd 448-90279	470031 735358	54,000	-	37,000	-	KSA 12-6a01	07-190 3/13/2007
24 WDS Valencia 448-90248	470032 735359	54,000	-	46,000	-	KSA 12-6a01	06-534 10/17/2006 07-172 3/13/2007
25 WDS Willow Creek 448-90282	470033 735360	91,400	-	61,000	-	KSA 12-6a01	07-169 3/13/2007
26 WDS K-96 Business Park 448-90175	470034 735361	169,900	-	132,000	-	KSA 12-6a01	06-149 3/21/2006 07-258 4/24/2007
27 WDS Fairmont 3rd 448-90028	470037 735364	53,300	-	40,000	-	KSA 12-6a01	04-648 12/7/2004 07-302 5/15/2007



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28	WDS Blackstone 448-90185	470038 735365	115,000	-	10,000	-	KSA 12-6a01	06-375 6/27/2006
29	WDS Silverstone 448-90238	470039 735366	148,000	-	110,000	-	KSA 12-6a01	06-542 10/17/2006
30	WDS Avalon Park 3rd & 4th 448-90225	470040 735367	114,500	-	61,000	-	KSA 12-6a01	06-448 8/22/2006
31	WDS Gray's 6th Addition 448-90301	470044 735371	66,000	-	39,000	-	KSA 12-6a01	07-334 6/5/2007
32	WDS Blackstone Addition 448-90184	470045 735372	85,000	-	56,000	-	KSA 12-6a01	06-374 6/27/2006
33	WDS Hoover, N of Zoo Blvd. 448-89674	470737 735067	1,100,000	858,000	125,000	-	KSA 12-6a01	R-02-239 5/21/2002 R-06-212 5/9/2006
34	WDS West Ridge Comm 448-89546	470845 735175	42,000	-	32,000	-	KSA 12-6a01	R-01-069 2/13/2001
35	WDS Oatville 448-90072	470935 735264	145,000	-	10,000	-	KSA 12-6a01	05-302 6/7/2005
36	WDS Oak Creek/Cross Pointe 448-90066	470950 735279	548,280	291,000	6,000	-	KSA 12-6a01	R-05-235 5/3/2005 R-06-503 9/26/2006
37	WDS Unplatted Tract 448-90126	470960 735289	35,000	14,000	1,000	-	KSA 12-6a01	05-545 11/1/2005
38	WDS Falcon Falls 3rd 448-90105	470962 735291	287,000	157,000	16,000	-	KSA 12-6a01	R-05-427 8/16/2005 R-05-587 11/8/2005
39	WDS Cross Pointe 448-90083	470970 735299	86,000	26,000	27,000	-	KSA 12-6a01	R-05-333 6/28/2005



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40 WDS Emerald Bay 448-90161	470972 735301	646,000	540,000	18,000	-	KSA 12-6a01	R-06-459 9/12/2006 R-06-035 1/24/2006
41 WDS Falcon Falls 3rd 448-90128	470986 735315	103,000	89,000	6,000	-	KSA 12-6a01	R-05-585 11/8/2005
42 WDS Clifton Cove 448-90080	470988 735317	1,100,000	640,000	20,000	-	KSA 12-6a01	R-05-608 11/15/2005 R-06-452 8/22/2006
43 WDS Clifton Cove 448-90081	470989 735318	140,000	96,000	5,000	-	KSA 12-6a01	05-609 11/15/2005
44 WDS Rainbow Lakes West 448-90195	470991 735320	91,500	13,000	65,000	-	KSA 12-6a01	06-215 5/9/2006
45 WDS Fairmont 448-90093	470998 735327	94,000	55,000	14,000	-	KSA 12-6a01	R-05-416 8/9/2005 R-06-419 8/8/2006
<b>Total</b>		<b>7,962,830</b>	<b>3,087,000</b>	<b>2,458,000</b>	<b>-</b>		
<b><u>NEIGHBORHOOD IMPROVEMENTS - SANITARY SEWERS</u></b>							
1 North Area Sanitary Sewer-Water Sewer 468-83682	480697 744009	3,052,500	2,750,000	285,000	-	KSA 12-6a01	R-03-563 10/21/2003
2 Lat 109, SS#23 468-83876	480776 744088	1,325,000	20,000	11,000	-	KSA 12-6a01	R-04-462 9/14/2004 R-06-396 7/18/2006
3 Lat 5, Main 22, SWI 468-83980	480801 744113	170,000	11,000	-	-	KSA 12-6a01	R-05-193 4/5/2005
4 M22, SWI 468-83861	480828 744140	2,000,000	193,000	497,000	-	KSA 12-6a01	04-475 9/14/2004



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			Renewal Money	New Money			
							06-429 8/15/2006 06-525 10/17/2006 07-585 10/16/2007
5 M4, NWI 468-83889	480837 744149	3,600,000	2,587,000	62,000	-	KSA 12-6a01	R-05-485 10/4/2005
6 Lateral 5, Main 16, FMC 468-84044	480855 744167	130,000	45,000	46,000	-	KSA 12-6a01	R-05-336 6/28/2005
7 Main 23, SWI 468-84141	480857 744169	1,386,000	904,000	95,000	-	KSA 12-6a01	R-06-039 1/24/2006
8 Lateral 1, Main 23, SWI 468-84139	480858 744170	997,000	866,000	61,000	-	KSA 12-6a01	R-06-037 1/24/2006 R-06-211 5/9/2006 R-06-410 8/1/2006
9 Lift Station, Main 1 BSS 468-84022	480859 744171	575,000	290,000	201,000	-	KSA 12-6a01	R-05-603 11/15/2005 R-06-586 11/7/2006
10 Lateral 1, Main 16, SS#23 *MBF*468-84149	480860 744172	730,000	41,000	6,000	-	KSA 12-6a01	R-06-051 2/27/2006
11 Lateral 39, Main 1 CIS (MBF) 468-84168	480868 744180	184,500	16,000	124,000	-	KSA 12-6a01	R-06-154 3/28/2006
12 Lateral 396, FMC 468-84182	480872 744184	260,000	212,000	26,000	-	KSA 12-6a01	R-06-184 4/18/2006 R-06-506 9/26/2006
13 Lateral 344, FMC 468-83584	480879 744191	96,000	75,000	1,000	-	KSA 12-6a01	R-03-095 2/11/2003 R-06-372



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Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
							6/27/2006
14 Main 19, FMCS, 468-84127	480882 744194	1,319,000	193,000	770,000	-	KSA 12-6a01	06-456 8/22/2006 07-283 5/1/2007
15 Main 20, FMCS, 468-84206	480883 744195	749,000	169,000	471,000	-	KSA 12-6a01	06-427 8/15/2006
16 Lat 3, Main 6, CIS 468-83820	480885 744197	214,000	145,000	10,000	-	KSA 12-6a01	04-260 5/18/2004 05-106 3/1/2005
17 Lat 398, FMCS, 468-84203	480886 744198	252,000	169,000	9,000	-	KSA 12-6a01	06-489 9/26/2006
18 Lat 400, FMCS, 468-84231	480887 744199	160,000	101,000	7,000	-	KSA 12-6a01	06-509 9/26/2006
19 Main 8, CIS, 468-84128	480889 744201	97,000	29,000	1,000	-	KSA 12-6a01	06-076 2/14/2006
20 Lat 7, Main 15, SS # 23, 468-84258	480890 744202	115,000	78,000	7,000	-	KSA 12-6a01	06-536 10/17/2006 07-174 3/13/2007
21 Lat 402, FMCS, 468-84261	480891 744203	200,000	17,000	135,000	-	KSA 12-6a01	06-641 11/28/2006
22 Main 22, FMC 468-84262	480892 744204	259,000	18,000	161,000	-	KSA 12-6a01	06-579 11/7/2006
23 Lat 1, Main 22, CIS 468-84263	480893 744205	102,000	-	95,000	-	KSA 12-6a01	06-580 11/7/2006 07-232 4/10/2007 07-268 5/1/2007



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Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
24 Lat 38, Main 1, CIS 468-84081	480894 744206	122,000	-	80,000	-	KSA 12-6a01	05-533 10/18/2005 06-402 7/25/2006 07-368 6/26/2007 07-406 7/17/2007
25 Lat V, SS#8, 468-84281	480895 744207	28,000	16,000	1,000	-	KSA 12-6a01	06-654 12/12/2006
26 Lat 12, Main 6, CIS 468-84228	480897 744209	169,000	-	145,000	-	KSA 12-6a01	07-021 1/9/2007 07-350 6/12/2007
27 Lat 25, main 19, SWI 468-84064	480898 744210	390,000	-	210,000	-	KSA 12-6a01	05-437 8/16/2005 07-003 1/9/2007
28 Main 23, FMC 468-84316	480899 744211	203,000	-	143,000	-	KSA 12-6a01	07-108 2/13/2007
29 Lat 1, Main 23, FMC 468-84317	480900 744212	645,000	96,000	482,000	-	KSA 12-6a01	07-109 2/13/2007
30 Lat 2, Main 15, SS23 468-84248	480901 744213	433,000	-	319,000	-	KSA 12-6a01	06-562 10/24/2006 07-270 5/1/2007
31 Lat 518, SWI 468-84303	480902 744214	238,000	14,000	183,000	-	KSA 12-6a01	07-061 2/6/2007 07-217 4/3/2007
32 Lat 95, Main 1, SWI 468-83715	480903 744215	393,000	-	279,000	-	KSA 12-6a01	03-553 10/21/2003



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Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
							06-598 11/14/2006
33 Lat 1, Main 19, FMC 468-84146	480904 744216	635,000	-	589,000	-	KSA 12-6a01	06-070 2/14/2006 07-218 4/3/2007 07-257 4/24/2007 07-284 5/1/2007
34 Lat 3, Main 7, NWI 468-83809	480905 744217	54,000	-	92,000	-	KSA 12-6a01	04-370 7/20/2004 05-360 7/12/2005
35 Lat 7, Main 14, FMC 468-84321	480906 744218	936,000	-	728,000	-	KSA 12-6a01	07-118 2/13/2007
36 Lat 10, Main 7, NWI 468-83882	480907 744219	130,000	-	77,000	-	KSA 12-6a01	04-497 9/14/2004 06-622 11/21/2006
37 Lat 2, Main 7, CIS 468-84310	480912 744224	183,800	-	13,000	-	KSA 12-6a01	07-059 2/6/2007
38 Lat, Main 7, CIS 468-84025	480913 744225	305,000	-	22,000	-	KSA 12-6a01	07-040 2/6/2007
39 Lat 521, SWI 468-84329	480914 744226	74,000	-	72,000	-	KSA 12-6a01	07-194 3/13/2007
40 Lat 15, Main 7, SWI 468-84332	480915 744227	29,000	-	21,000	-	KSA 12-6a01	07-157 3/6/2007
41 Lat 404, FMC 468-84338	480916 744228	264,000	-	202,000	-	KSA 12-6a01	07-170 3/13/2007
42 Lat 14, Main 4, NWI 468-84343	480918 744230	169,000	-	98,000	-	KSA 12-6a01	07-221 4/3/2007



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Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u> <u>2/7/2008</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
							07-405 7/17/2007
43 Lat 7, Main 4, NWI 468-84170	480920 744232	643,500	-	121,000	-	KSA 12-6a01	06-378 6/27/2006 06-379 6/27/2006 07-230 4/10/2007 07-404 7/17/2007
44 Lat 10, Main 4, NWI 468-84243	480921 744233	342,000	-	305,000	-	KSA 12-6a01	06-546 10/17/2006
45 Lat 15, Main 4, NWI 468-84345	480922 744234	146,000	-	113,000	-	KSA 12-6a01	07-229 4/10/2007
46 Main 21, FMC 468-84240	480923 744235	2,600,000	-	62,000	-	KSA 12-6a01	07-260 4/24/2007
47 Lat 26, Main 19, SWI 468-84216	480925 744237	312,500	-	249,000	-	KSA 12-6a01	06-449 8/22/2006 07-318 6/5/2007
48 Lat 2, Main 3, Boeing Sewer 468-84340	480926 744238	350,410	-	24,000	-	KSA 12-6a01	07-184 3/13/2007
49 Lat 523, SWI 468-84360	480928 744240	37,000	-	32,000	-	KSA 12-6a01	07-336 6/5/2007 07-477 8/14/2007
50 Lateral 406 FMC 468-84383	480930 744242	110,000	-	13,000	-	KSA 12-6a01	07-438 8/7/2007
51 Lateral 407, FMC 468-84391	480932 744244	65,000	-	17,000	-	KSA 12-6a01	07-476 8/14/2007
52 Lateral 4, Main 18, FMC 468-84357	480933 744245	133,000	-	11,000	-	KSA 12-6a01	07-361 6/19/2007



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Description Of Project	Project / Index Number	Preliminary Estimate	Amount Required		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
	<b>Total</b>	<b>22,349,000</b>	<b>9,055,000</b>	<b>7,784,000</b>	<b>-</b>		
<b><u>NEIGHBORHOOD IMPROVEMENTS - STORM SEWERS</u></b>							
1 SWD 254 468-83978	485294 751403	234,000	192,000	4,000	-	KSA 12-6a01	R-05-142 3/22/2005
2 SWD 255 468-83979	485299 751408	148,000	110,000	3,000	-	KSA 12-6a01	R-05-143 3/22/2005
3 SWD 236 468-83883	485302 751411	678,408	485,000	35,000	-	KSA 12-6a01	R-04-498 9/14/2004 R-05-619 11/22/2005
4 SWD 272 468-84047	485306 751415	703,000	-	40,000	-	KSA 12-6a01	05-339 6/28/2005
5 SWD 269 468-84024	485312 751421	659,000	499,000	93,000	-	KSA 12-6a01	05-605 11/15/2005 06-363 6/20/2006
6 Waterman SWD 468-84167	485313 751422	7,325,000	-	2,670,000	424,400	KSA 13-1024c CO 156	06-223 5/16/2006 07-055 2/6/2007
7 SWD 294 468-84183	485314 751423	568,000	295,000	203,000	-	KSA 12-6a01	06-185 4/18/2006 06-666 12/19/2006
8 SWD 295 468-84193	485318 751427	894,000	461,000	47,000	-	KSA 12-6a01	06-347 6/6/2006
9 SWD Harry/Mead 468-84219	485320 776572	211,384	16,000	154,000	-	KSA 13-1024c CO 156	06-480 9/19/2006



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			Renewal Money	New Money			
10 SWD 297 468-84204	485-321 751320	202,000	127,000	12,000	-	KSA 12-6a01	06-490 9/26/2006
11 SWD 290 468-84151	485322 751431	531,240	-	475,000	-	KSA 12-6a01	06-055 2/14/2006 07-156 3/6/2007 07-330 6/5/2007
12 SWD 298 468-84208	485323 751432	340,000	-	92,000	-	KSA 12-6a01	06-403 7/25/2006 07-369 6/26/2007
13 SWD 623 468-84282	482324 751433	40,000	32,000	4,000	-	KSA 12-6a01	06-655 12/12/2006
14 SWD 301 468-84230	485325 785082	158,000	26,000	118,000	-	KSA 12-6a01	07-022 1/9/2007 07-269 5/1/2007
15 SWD 311 468-84260	485326 751435	245,000	18,000	184,000	-	KSA 12-6a01	06-538 10/17/2006 07-176 3/13/2007
16 SWS 626 468-84298	485327 751436	338,000	-	295,000	-	KSA 12-6a01	07-004 1/9/2007
17 SWD 308 468-84254	485328 751437	930,000	-	389,000	-	KSA 12-6a01	06-568 10/24/2006 07-312 5/22/2007
18 SWD 318 468-84323	485330 751439	400,000	-	227,000	-	KSA 12-6a01	07-120 2/13/2007
19 SWD 320 468-84327	485331 751440	387,000	-	150,000	-	KSA 12-6a01	07-124 2/13/2007



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Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u> <u>2/7/2008</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
							07-305 5/15/2007
20 SWD 628 468-84325	485332 751441	534,000	-	287,000	-	KSA 12-6a01	07-122 2/13/2007 07-304 5/15/2007
21 SWD 317 468-84318	485333 751442	286,000	-	259,000	-	KSA 12-6a01	07-110 2/13/2007
22 SWD 627 468-84319	485334 751443	529,000	-	385,000	-	KSA 12-6a01	07-111 2/13/2007
23 SWD 315 468-84302	485335 751444	828,000	-	439,000	-	KSA 12-6a01	07-144 2/27/2007 07-183 3/13/2007 07-247 4/17/2007
24 SWD 307 468-84253	485336 751445	617,000	-	617,000	-	KSA 12-6a01	06-567 10/24/2006 07-163 3/13/2007
25 SWS 630 468-84335	485337 751446	150,000	-	23,000	-	KSA 12-6a01	07-161 3/6/2007
26 SWD 323 468-84330	485338 751447	390,000	-	26,000	-	KSA 12-6a01	07-195 3/13/2007
27 SWD 322 468-84339	485339 751448	371,000	-	159,000	-	KSA 12-6a01	07-171 3/13/2007
28 SWD 342 468-84353	485342 751451	1,450,000	-	73,000	-	KSA 12-6a01	07-288 5/8/2007 07-450 8/7/2007
<b>Total</b>		<b>20,147,032</b>	<b>2,261,000</b>	<b>7,463,000</b>	<b>424,400</b>		



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			<u>Amount Required</u>		<u>2/7/2008</u>			
Description Of Project		Project / Index Number	Preliminary Estimate	Renewal Money	New Money	Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
<u>FACADE IMPROVEMENTS</u>								
1	Facade @ 820 & 900 E. 2nd	491017 766016	600,000	567,000	10,000	10,000	KSA 12-6a01	R-05-506 10/18/2005
2	Façade @ 105 S. Broadway 472-84411	491020 766019	500,000	392,234	70,366	-	KSA 12-6a01 et seq as amended	R-06-222 5/16/2002
Total			1,100,000	959,234	80,366	10,000		
Grand Total Series 220			<u>434,345,042</u>	<u>24,733,000</u>	<u>53,147,000</u>	<u>21,398,900</u>		



**FINAL**  
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		<u>Amount Required</u>		<u>2/7/2008</u>				
Description Of Project		Project / Index Number	Preliminary Estimate	Renewal Money	New Money	Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
<b><u>BRIDGES</u></b>								
1	Water Walk - Parking	435352 792423	36,800,000	-	5,300,000	-	KSA 13-1024c CO 156	02-402 9/10/2002 04-534 9/21/2004 06-367 6/20/2006 47-062 6/27/2006
		715232						
<b><u>PUBLIC IMPROVEMENTS</u></b>								
1	Douglas and Hillside Redevelopment	435425 792494	4,950,000	-	2,715,000	-	KSA 12-1770	06-342 6/6/2006 47-098 8/13/2006 06-705 12/19/2006 47-342 2/13/2007 47-356 2/13/2007
<b><u>Grand Total Series 223</u></b>			<b><u>41,750,000</u></b>	<b><u>-</u></b>	<b><u>8,015,000</u></b>	<b><u>-</u></b>		



## Winter 2008 Debt Service Cash List

<u>Description Of Project</u>	<u>Project</u>	<u>OCA</u>	<u>Cash</u>
1 George Washington Blvd & Mt. Vernon	200246	706792	11,300
2 2001 Arterial Design Program	201276	706811	11,400
3 29th St.; Rock - Webb 472-83519	202307	706841	21,700
4 Central, Maize - Tyler 472-83659	203314	706848	6,700
5 Harry, Oliver-Woodlawn 472-83685	203318	706852	23,300
6 Central, Oliver-Woodlawn 472-83754	203328	706862	3,500
7 Min, Douglas-Murdock 472-83811	203330	706864	21,200
8 McCormick Realignment 472-83831	203332	706866	525,000
9 Hillside, Kellogg-Central 472-83862	204333	706867	838,400
10 Pawnee, Washington-Hydraulic 472-83858	204335	706869	281,000
11 Central, Oliver-Woodlawn 472-83873	204337	706871	234,900
12 Rock, 21st-29th 472-83889	204340	706874	37,000
13 119th St. West, 17th-21st 472-83890	204341	706875	23,500
14 Hydraulic, 57th-47th 472-83902	204343	706877	67,700
15 West St: Maple-Central 472-83979	204356	706890	626,000
16 Pawnee: 119th-Maize-D 472-84005	204357	706891	48,100
17 Pawnee: Meridian-Seneca-D 472-84012	204359	706893	18,000
18 MacArthur: Meridian-Seneca Imp.-D 472-83996	204362	706896	6,200
19 Central: 135th W.-119th W. Imp.-D 472-84017	204364	706898	11,900
20 Harry: K-42 Meridian Imp. 472-84001	204366	706900	129,000
21 29th: 119th W.-Maize Imp. D-472-83982	204367	706901	10,000
22 Pawnee-McLean Intrsctn. Imp. 472-84007	204372	706906	275,000
23 04/05 Traffic Signal Prg. 472-83991	204377	706911	56,100
24 29th St Imp Tyler-Ridge 472-83903	204380	706914	422,000
25 2005 Arterial Sidewlk/WCR prf 472-84142	205381	706915	151,800
26 Tyler/Yosemite Inter. 472-84185	205385	706919	93,000
27 37th St. N. Tyler-Ridge 472-84186	205386	706920	986,000
28 Hydraulic, 63rd S. -57th S. 472-84118	205388	706922	590,200
29 21st; Oliver-Woodlawn 472-84235	205389	706923	37,600
30 Maize/Westport Intersect. 472-84244	205390	706924	12,800
31 13th/Broadway Intrsct. Imp. 472-84178	205391	706925	433,600
32 2005 Arterial St. Rehab. 472-84158	205392	706926	105,800
33 Ridge/Maple Intrsct. Imp. 472-84258	205393	706927	308,000
34 Greenwich: 13th-27th N. 472-84274	205395	706929	180,000
35 Boys & Girls Club Imp. 472-84282	205396	706930	224,000
36 Pawnee, Palisade-Water 472-84283	205398	706932	600,000
37 13th, I-135-Woodlawn 472-84320	205399	706933	64,300
38 21st/Broadway Intrsctn 472-84295	205400	706934	33,400
39 47th St. S. Meridian-Seneca 472-84296	205401	706935	37,000
40 55th St. S./Broadway Intrsctn 472-84306	205402	706936	7,600
41 119th St. W. Kellogg-Maple 472-84306	205403	706937	16,700
42 135th St. W. Maple-Central 472-84308	205404	706938	39,800
43 151st. St. W. Kellogg-Maple 472-84318	205405	706939	38,000
44 Central/Tyler Intrsctn 472-84311	205406	706940	33,400
45 Greenwich, Harry-Kellogg 472-84301	205407	706941	29,800
46 Hydraulic, Harry-Kellogg 472-84310	205408	706942	4,600
47 Lincoln St Imp Hillside-Oliver 472-84307	205409	706943	10,400
48 Meridian, 47th St. S.-31st St. S. 472-84302	205410	706944	39,000
49 Mt. Vernon, Broadway-Ark River 472-84289	205412	706946	14,900
50 Pawnee, K-15-Hillside 472-84303	205413	706947	17,400
51 Woodlawn, Lincoln-Kellogg 472-84304	205414	706948	18,000
52 Ark River Bike Path, Galena-GWB 472-84319	205415	706949	53,900



53 Central/Oliver intrsct. 472-84362	206416	706950	151,200
54 Pawnee: Maize-119th St. W. 472-84357	206417	706951	179,200
55 MacArthur: Meridian-Seneca 472-84358	206418	706952	49,200
56 17th St. N. Broadway - I-135 472-84392	206419	706953	120,700
57 21st St., K-96 to 19th St. E.	206420	706954	11,000
58 Greenwich, 26th-29th 472-84415	206421	706955	300,000
59 2006 Arterial Street Rehab 472-84429	206423	706957	296,100
60 Pawnee; Meridian - Seneca 472-84356	206424	706958	253,500
61 Greenwich Rd, Central-13th (Design) 472-84435	206425	706959	58,300
62 Greenwich; Central to 13th 472-84435	208220	706663	48,800
63 29th, Oliver - Woodlawn 472-82996	208229	706754	17,800
64 Harry, Webb - Greenwich 472-83091	209232	706771	14,600
65 Murdock Bridge@Little Ark River 472-83895	244114	715698	3,500
66 Oliver Bridge@Gyp Crk 472-84184	245119	715703	43,600
67 13th St. Bridge@ LAR 472-84314	245121	715705	45,100
68 21st St. Overpass, Broadway-I-135	245122	715706	13,200
69 11th St. Bridge@Drn Canal 472-84396	246126	715710	349,000
70 Pawnee Bridge at Dry Creek (Design) 472-83045	248096	715664	2,900
71 Northeast Baseball Complex	435322	792352	24,000
72 Homeland Defense Readiness Center	435349	792379	10,000
73 Water Walk - Eastbank Development	435352	792458	780,000
74 Century II - Bleacher Seats	435353	792383	2,000
75 Police Property & Evidence Relocation	435376	792406	1,100
76 Animal Shelter Build.	435377	792407	40,000
77 City Facilities ADA Compliance	435379	792409	5,300
78 Kansas Aviation Museum Phase 2 - 472-84455	435389	792419	25,000
79 City Hall Security/Landscape	435390	792420	194,000
80 City Hall Garage Repairs	435392	792427	185,000
81 CMP Expansion	435405	792455	1,000
82 City Hall 1st Floor Remodel	435407	792459	17,000
83 Facilities Space Utilization	435408	792460	237,000
84 Arena Neighborhood Redev.	435409	792461	64,000
85 Police Mobile Radios	435410	792462	11,000
86 CIP Planned Savings	435411	792463	73,000
87 Indian Center Remodel	435414	792482	1,000
88 Park land Purchase	435415	792483	18,000
89 International Marketplace Dist.	435417	792485	216,000
90 Fire Training Grounds Imp.	435419	792487	1,268,000
91 Fire Station 20 - Pawnee & Greenwich	435420	792489	73,000
92 Aviation Training School	436603	793006	1,594,000
93 Fire Apparatus Replacement	436604	793007	517,000
94 Bomb Range Reloc./Imp.	436605	793008	275,000
95 Fire Apparatus 2007-08	436607	793010	3,008,000
96 Central Riverside Park Imp/Mod	390148	785016	48,000
97 Skate Park	392159	785027	3,000
98 2004 Park Facilities Renov.	394174	785042	2,000
99 2004 Park - Paths/Sidewalks	394175	785143	7,500
100 Park - S. Arkansas River Park '05 Design	395179	785047	239,000
101 Park 05 - Parking lots/entry drives	395180	785048	12,000
102 Park 05 - Lighting	395182	785050	7,000
103 Park 05 - Paths/Sidewalks	395183	785051	1,000
104 Park 05 - Facilities Renov.	395184	785052	2,000
105 Park 05 - Grove Park Ph II	395185	785053	6,000
106 Park 05/06 - Athletic Courts	395186	785054	121,000
107 Park 05 - Schweiter Park	395188	785056	190,000
108 Park 05-06 Playgrounds	395190	785058	306,000
109 Park 05 - Century II Stage/Equip. Ren/Rplcm	395196	785064	7,000



110 Park 05/06 - Plainview Park Football Field	395197	785065	41,000
111 Park 05 - Ice Center Facility Renovat.	395200	785068	11,000
112 Park 05 - Irrigation Sys Rplc/Upgrd	395203	785071	131,000
113 Pathways/Sidewalks Schell Park	396189	785057	35,000
114 Park 06 Park Facilities Renovation	396192	785060	123,000
115 Park 06 -Swimming Pool Imp.	396199	785067	18,000
116 Park 06 - Land Accq. 5220 S. Meridian	396201	785069	1,000
117 Park 06 - Parking Lots/Entry Drives	396202	785070	31,000
118 Park 06 - Lighting	396204	785072	2,000
119 Restoration of Sim Park Memorial Entry	396205	785073	40,000
120 Park 06 - Wichita Ice Center	396207	785075	10,000
121 Park 06- Master Planning & Devel.	396209	785077	10,500
122 Park 07 - Athletic Court Repair	396210	785078	177,000
123 Park 07 - Swimming Pool Imp.	397213	785082	13,500
124 Row Acquisition Cowskin Creek Improvement	864002	660792	882,000
125 Waterman SWD 468-84167	485313	751422	424,400
126 Facade @ 820 & 900 E. 2nd	491017	766016	10,000

21,398,900



**CITY OF WICHITA, KANSAS**  
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 222  
CAPITAL IMPROVEMENTS

				Amount Required	2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money	
ARTERIAL PAVING					
George Washington Blvd & Mt. Vernon 472-83168	200246 706792	\$ 2,100,000	\$ -	\$ -	
2001 Arterial Design Program 472-83314	201276 706811	1,150,000	-	-	
21st & Rock Road (83438)	201295 706829	2,130,000	22,000	-	
Webb @ 29th & K-96 472-83508	202306 706840	300,000	36,000	1,000	
29th St.; Rock - Webb 472-83519	202307 706841	2,885,000	-	-	
Central, Maize - Tyler 472-83659	203314 706848	2,740,000	-	-	
Harry, Oliver-Woodlawn 472-83685	203318 706852	3,000,000	-	-	
29th; 1/2 M W of Maize to Maize 472-83752	203324 706858	85,000	-	11,000	
First & Hydraulic Intersection (Design)	203326 706860	20,000	-	-	
Central, Oliver-Woodlawn 472-83754	203328 706862	135,000	-	-	
Min, Douglas-Murdock 472-83811	203330 706864	1,465,000	-	-	
McCormick Realignment 472-83831	203332 706866	1,563,000	172,500	44,500	
Little Ark River Bike Path 472-83812	203342 706876	700,000	-	15,000	
Harry / Mclean Instrsct 472-83781	204331 706865	990,000	12,100	-	
Hillside, Kellogg-Central 472-83862	204333 706867	5,540,000	161,000	12,000	
Pawnee, Washington-Hydraulic 472-83858	204335 706869	5,360,000	-	312,000	
Central, Oliver-Woodlawn 472-83873	204337 706871	4,885,000	-	387,000	
Central, Woodlawn-Rock 472-83874	204338 706872	4,858,000	-	456,000	



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Rock, 21st-29th 472-83889	204340 706874	\$ 2,570,000	\$ -	\$ 1,000
119th St. West, 17th-21st 472-83890	204341 706875	1,125,000	-	-
Hydraulic, 57th-47th 472-83902	204343 706877	5,050,000	-	1,300
West St: Maple-Central 472-83979	204356 706890	2,230,000	-	430,000
Pawnee: 119th-Maize-D 472-84005	204357 706891	210,000	-	-
Seneca: I-235 - 31st S - D 472-84006	204358 706892	210,000	-	20,000
Oliver: Harry - Kellogg Imp. - D 472-84018	204361 706895	225,000	-	38,000
MacArthur: Meridian-Seneca Imp.-D 472-83996	204362 706896	210,000	-	18,800
Central: 135th W.-119th W. Imp.-D 472-84017	204364 706898	160,000	-	-
Harry: K-42 Meridian Imp. 472-84001	204366 706900	1,400,000	-	16,000
29th: 119th W.-Maize Imp. D-472-83982	204367 706901	95,000	-	-
Pawnee-McLean Intrstcn. Imp. 472-84007	204372 706906	1,750,000	-	-
29th St Imp Tyler-Ridge 472-83903	204380 706914	3,700,000	16,000	29,000
2005 Arterial Sidewlk/WCR prf 472-84142	205381 706915	400,000	-	28,200
ITS Traffic Study-'05 472-84119	205382 706916	525,000	-	389,000
Tyler/Yosemite Inter. 472-84185	205385 706919	5,250,000	-	636,000
37th St. N. Tyler-Ridge 472-84186	205386 706920	5,350,000	314,000	34,000
Gyp Creek Bikepath-D 472-84194	205387 706921	1,115,000	4,600	19,400
Hydraulic, 63rd S. -57th S. 472-84118	205388 706922	2,500,000	-	17,800
Maize/Westport Intersect. 472-84244	205390 706924	460,000	15,900	2,300
13th/Broadway Intrstcn. Imp. 472-84178	205391 706925	2,435,000	73,400	246,000



Description Of Project	Project / Index Number	Amount Required		2/7/2008
		Preliminary Estimate	Renewal Money	New Money
2005 Arterial St. Rehab. 472-84158	205392 706926	\$ 400,000	\$ -	\$ -
Ridge/Maple Intrst. Imp. 472-84258	205393 706927	2,230,000	-	159,000
Greenwich: 13th-27th N. 472-84274	205395 706929	6,000,000	-	44,000
Boys & Girls Club Imp. 472-84282	205396 706930	1,330,000	-	146,000
13th/Mosley Intrst. Imp. 472-84269	205397 706931	1,700,000	-	14,000
Pawnee, Palisade-Water 472-84283	205398 706932	2,093,892	-	-
13th, I-135-Woodlawn 472-84320	205399 706933	210,000	-	39,700
21st/Broadway Intrstctn 472-84295	205400 706934	140,000	-	31,600
47th St. S. Meridian-Seneca 472-84296	205401 706935	215,000	-	1,000
55th St. S./Broadway Intrstctn 472-84306	205402 706936	85,000	-	15,400
119th St. W. Kellogg-Maple 472-84306	205403 706937	160,000	-	33,300
135th St. W. Maple-Central 472-84308	205404 706938	145,000	-	1,200
151st. St. W. Kellogg-Maple 472-84318	205405 706939	400,000	-	4,000
Central/Tyler Intrstctn 472-84311	205406 706940	145,000	-	40,600
Greenwich, Harry-Kellogg 472-84301	205407 706941	155,000	-	22,200
Hydraulic, Harry-Kellogg 472-84310	205408 706942	27,500	-	2,400
Lincoln St Imp Hillside-Oliver 472-84307	205409 706943	25,000	-	-
Meridian, 47th St. S.-31st St. S. 472-84302	205410 706944	400,000	-	39,000
Meridian, Pawnee-Orient 472-84309	205411 706945	60,000	-	10,000
Mt. Vernon, Broadway-Ark River 472-84289	205412 706946	27,500	-	24,100
Pawnee, K-15-Hillside 472-84303	205413 706947	145,000	-	-



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Woodlawn, Lincoln-Kellogg 472-84304	205414 706948	\$ 105,000	\$ -	\$ 1,000
Ark River Bike Path, Galena-GWB 472-84319	205415 706949	155,000	-	16,100
Central/Oliver intrsct. 472-84362	206416 706950	1,250,000	-	939,000
Pawnee: Maize-119th St. W. 472-84357	206417 706951	8,000,000	-	757,800
MacArthur: Meridian-Seneca 472-84358	206418 706952	3,600,000	112,266	47,534
17th St. N. Broadway - I-135 472-84392	206419 706953	1,000,000	-	7,300
21st St., K-96 to 19th St. E.	206420 706954	100,000	-	58,000
Greenwich, 26th-29th 472-84415	206421 706955	1,700,000	-	-
2006/07 Traffic Signalization 472-84424	206422 706956	700,000	-	50,000
2006 Arterial Street Rehab 472-84429	206423 706957	400,000	-	2,900
Pawnee; Meridian - Seneca 472-84356	206424 706958	4,900,000	-	599,000
Greenwich Rd, Central-13th (Design) 472-84435	206425 706959	160,000	-	1,063,000
Int. Trans Syst Traffic Signals 472-84446	206426 706960	3,779,493	-	11,000
Tyler Imp. K-42 to Harry 472-84475	206427 706961	700,000	-	433,000
Greenwich; Central to 13th 472-84435	208220 706663	3,623,000	-	-
Central, West-McLean 472-82906	208222 706689	4,500,000	274,000	5,000
29th, Oliver - Woodlawn 472-82996	208229 706754	1,350,000	-	-
Harry, Webb - Greenwich 472-83091	209232 706771	2,400,000	-	-
TOTAL ARTERIAL PAVING		131,392,385	1,213,766	7,783,434
<b>BRIDGES</b>				
13th Bridge@Cowskin Crk 472-83851	244113 751697	3,120,000	90,000	2,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Murdock Bridge@Little Ark River 472-83895	244114 715698	\$ 1,654,800	\$ -	\$ -
21st St Bridge @ Ark River - D - 472-84019	244116 715700	45,000	-	21,000
Central Rail Corridor - LST	249073 715569	105,631,101	-	10,000,000
Oliver Bridge@Gyp Crk 472-84184	245119 715703	1,084,474	-	3,400
13th St. Bridge@ LAR 472-84314	245121 715705	105,000	-	11,000
21st St. Overpass, Broadway-I-135	245122 715706	175,000	-	1,800
21st St Bridge @ LAR 472-84315	245123 715707	55,000	-	23,000
25th St Bridge @ LAR 472-87316	245124 715708	55,000	-	25,000
Grove St Bridge @ Frisco Ditch 472-84317	245125 715709	25,000	-	7,000
11th St. Bridge@Dm Canal 472-84396	246126 715710	1,532,000	-	-
S. Broadway Viaduct 472-84597	247130 715714	500,000	-	378,000
TOTAL BRIDGE IMPROVEMENTS		113,982,375	90,000	10,472,200
<b>PUBLIC IMPROVEMENTS</b>				
Northeast Baseball Complex	435322 792352	1,000,000	-	8,000
Homeland Defense Readiness Center	435349 792379	1,700,000	-	10,000
Water Walk - Eastbank Development	435352 792458	36,800,000	-	612,000
Century II - Bleacher Seats	435353 792383	2,150,000	-	-
Dist. 2 Neighborhood City Hall	435362 792362	475,000	-	2,000
Police Property & Evidence Relocation	435376 792406	675,000	-	-
Animal Shelter Build.	435377 792407	3,300,000	-	96,000
City Facilities ADA Compliance	435379 792409	300,000	-	23,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Library ADA Improv.	435380 792410	\$ 100,000	\$ -	\$ 10,000
Kansas Aviation Museum Phase 2 - 472-84455	435389 792419	775,000	-	-
City Hall Security/Landscape	435390 792420	3,381,000	-	491,000
Land Acquisition - District V	435391 792421	2,950,000	2,915,000	-
City Hall Garage Repairs	435392 792427	500,000	-	51,000
CMP Expansion	435405 792455	150,000	-	-
City Hall 1st Floor Remodel	435407 792459	1,950,000	-	264,000
Facilities Space Utilization	435408 792460	1,500,000	-	407,000
Arena Neighborhood Redev.	435409 792461	250,000	-	-
Police Mobile Radios	435410 792462	1,640,000	-	-
CIP Planned Savings	435411 792463	2,250,000	-	2,051,000
Indian Center Remodel	435414 792482	600,000	-	-
Park land Purchase	435415 792483	1,125,000	-	-
International Marketplace Dist.	435417 792485	300,000	-	16,000
Power CDC Grocery Store	435418 792486	350,000	-	352,000
Fire Training Grounds Imp.	435419 792487	1,700,000	-	289,000
Fire Station 20 - Pawnee & Greenwich	435420 792489	7,300,000	-	-
Mercado Public Market Design	435424 792493	50,000	-	22,000
Aviation Training School	436603 793006	1,600,000	-	-
Fire Apparatus Replacement	436604 793007	5,434,000	-	188,000
Bomb Range Reloc./Imp.	436605 793008	1,850,000	-	204,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Fire Apparatus 2007-08	436607 793010	\$ 3,419,000	\$ -	\$ 15,000
Hilltop Neighborhood Master Plan	436608 793011	125,000	-	12,000
TOTAL PUBLIC IMPROVEMENTS		85,699,000	2,915,000	5,123,000
<b>PARK IMPROVEMENTS</b>				
Central Riverside Park Imp/Mod	390148 785016	5,450,000	-	23,000
Skate Park	392159 785027	200,000	-	-
2004 Park Facilities Renov.	394174 785042	400,000	-	-
2004 Park - Paths/Sidewalks	394175 785143	40,000	-	-
Park - S. Arkansas River Park '05 Design	395179 785047	300,000	-	7,000
Park 05 - Parking lots/entry drives	395180 785048	450,000	-	-
Park 05 - Lighting	395182 785050	100,000	-	8,000
Park 05 - Paths/Sidewalks	395183 785051	40,000	-	-
Park 05 - Facilities Renov.	395184 785052	400,000	-	12,000
Park 05 - Grove Park Ph II	395185 785053	600,000	-	4,000
Park 05/06 - Athletic Courts	395186 785054	440,000	-	237,000
Park 05 - Schweiter Park	395188 785056	510,000	-	197,000
Park 05-06 Playgrounds	395190 785058	400,000	-	29,000
Park 05 - Watson Park Const.	395191 785059	540,000	-	367,000
Park 05 - Century II Stage/Equip. Ren/Rplcm	395196 785064	50,000	-	-
Park 05/06 - Plainview Park Football Field	395197 785065	500,000	-	-
Park 05 - Ice Center Facility Renovat.	395200 785068	70,000	-	-



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Park 05 - Irrigation Sys Rplc/Upgrd	395203 785071	\$ 200,000	\$ -	\$ 12,000
Pathways/Sidewalks Schell Park	396189 785057	40,000	-	-
Park 06 Park Facilities Renovation	396192 785060	400,000	-	185,000
Park 06 -Swimming Pool Imp.	396199 785067	100,000	-	7,000
Park 06 - Land Accq. 5220 S. Meridian	396201 785069	86,500	-	-
Park 06 - Parking Lots/Entry Drives	396202 785070	365,000	-	200,000
Park 06 - Lighting	396204 785072	100,000	-	-
Restoration of Sim Park Memorial Entry	396205 785073	100,000	-	52,000
Park 06 - Wichita Ice Center	396207 785075	105,000	-	5,000
Park 06 - S. Arkansas River Study	396208 785076	30,000	-	28,000
Park 06- Master Planning & Devel.	396209 785077	250,000	-	60,500
Park 07 - Athletic Court Repair	396210 785078	220,000	-	42,000
Park 07 - Park Facilities Renovation - GO	397212 785081	400,000	-	149,000
Park 07 - Swimming Pool Imp.	397213 785082	100,000	-	69,500
Park 07 - Playground Reah./Development	397217 785099	200,000	-	19,000
TOTAL PARK IMPROVEMENTS		13,186,500	-	1,713,000
<b>MISCELLANEOUS</b>				
Cowskin Creek Basin-Flood Mitigation	860527 660780	1,000,000	12,000	72,000
Row Acquisition Cowskin Creek Improvement	864002 660792	1,000,000	-	261,000
Rehabilitation of Pump #2 & #4	864100 660796	990,000	-	107,000
1st & 2nd Street East Outfall	864501 660798	290,000	-	80,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Dry Creek Row - Flood Mitigation	864602 660799	\$ 2,000,000	\$ -	\$ 11,000
Gypsum Creek Improv. - Rock to Eastern 468-84178	866001 660800	1,200,000	-	29,000
Dry Creek Channel Improv. 468-84177	866002 660801	1,300,000	-	467,000
9th St & West Drainage Outfall 468-84179	866003 660802	550,000	-	64,000
Gypsum Creek Improv. - W. of Hillside 468-82473	866004 660802	2,100,000	-	84,000
Gypsum Creek Improv. - Pawnee to Woodlawn 468-84224	866005 660804	2,100,000	-	74,000
Calfskin & Dry Creek Flood Mapping Study 468-84269	866006 660805	600,000	-	495,000
Phase 1 - Digital SW Drainage Struc. Inv.	867001 660806	1,000,000	-	127,000
TOTAL MISCELLANEOUS IMPROVEMENTS		14,130,000	12,000	1,871,000
<b>NEIGHBORHOOD IMPROVEMENTS - PAVING</b>				
21st St. Accel-Decel-Paving 472-84206	490048 765935	267,120	103,000	134,000
30th St. South - Paving 472-84215	490057 765944	95,196	54,000	43,000
Alley: Woodlawn-Mission-paving 472-84222	490058 765945	86,350	-	25,000
26th St N. Circle - paving 472-84241	490059 765946	255,740	197,000	16,000
Kellogg Frontage Rd. - NI paving 472-83962	490064 765951	200,250	83,000	1,000
Mascot - NI paving 472-84298	490085 765970	215,000	15,000	190,000
University - NI Paving 472-84299	490086 765971	97,600	-	93,000
Zelta - NI Paving 472-84300	490087 765972	296,100	14,000	21,000
Tara Falls - NI paving 472-84271	490090 765975	400,000	329,000	5,000
Bayside Ct. - NI paving 472-84364	490096 765981	842,000	255,000	480,000
Zimmerly Court- paving 472-84297	490107 765990	100,000	80,000	2,000



Description Of Project	Project / Index Number	Amount Required		2/7/2008
		Preliminary Estimate	Renewal Money	New Money
Merton - NI paving 472-84410	490109 765992	\$ 155,040	\$ 13,000	\$ 133,000
Jade - NI paving 472-84227	490110 765993	429,000	304,000	100,000
Bracken/Troon/Wood - NI paving 472-84406	490111 765994	497,000	40,000	363,000
Westlakes Parkway - NI paving 472-84279	490113 765996	590,790	221,000	250,000
Fawnwood - NI paving 472-84291	490116 765999	974,000	722,000	45,000
Grey Meadow - NI paving 472-84421	490117 766100	675,000	304,000	331,000
Loch Lomond - NI paving 472-84084	490118 766101	667,800	511,000	14,000
Wilson Estates Ct., SS & WS Legacy Park 472-84404	490119 766102	321,000	233,000	21,000
Marblefalls 472-84324	490120 766103	459,000	305,000	110,000
Mainsgate - paving - 472-84246	490121 766104	438,000	378,000	32,000
Michelle - 472-84425	490122 766105	57,000	40,000	5,000
Mt Vernon 472-84423	490123 766106	467,000	266,000	121,000
Gouverneur and Osie 472-84428	490124 766107	275,000		189,000
50th St South Paving - 472-84416	490125 766108	259,000	19,000	190,000
Grove 472-84438	490126 766109	345,000	21,000	4,000
Aksarben Paving 472-84105	490127 766110	379,440	280,000	20,000
Upland Hills (Turkey Creek 2nd) 472-84030	490128 766111	553,000	34,000	447,000
Brookside 472-84442	490129 766112	159,120	14,000	117,000
Bellechase 472-84426	490130 766113	390,000	26,000	325,000
Spring Hollow Drive 472-84448	490131 766114	372,000	30,000	289,000
143rd St E; Asphalt Mat 472-83979	490132 766115	195,800	17,000	163,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
19th St North 472-84449	490133 766116	\$ 938,000	\$ 140,000	\$ 525,000
Sunview St. 472-83626	490136 766118	133,000	92,000	35,000
Westlakes Courts 472-84470	490137 766119	250,000	-	192,000
N-S. Alley N. Pawnee, Ida - Laura 472-84471	490138 766120	22,800	-	21,000
Stafford Street Paving 472-84476	490140 766122	368,500	-	74,000
Maize Court Paving 472-84286	490141 766123	212,000	-	17,000
Pepper Ridge Street Paving 472-84263	490142 766124	275,000	-	213,000
58th Street North Paving 472-84465	490143 766125	601,000	-	35,000
Victoria Court Paving 472-83868	490144 766126	753,000	-	255,000
Rutgers St Paving 472-84043	490145 766127	591,000	-	416,000
Castle Rock/Rockhill St Paving 472-84521	490146 766128	1,090,740	-	80,000
Flutter St Paving 472-84505	490147 766129	1,060,000	-	645,000
Onewood St Paving 472-84393	490148 766130	427,000	-	358,000
Mark Randal St Paving 472-84091	490149 766131	550,290	-	478,000
44th Street South Paving 472-84527	490154 766136	668,000	-	28,000
Athenian Street Paving 472-84473	490155 766137	192,000	-	179,000
Herrington Street Paving 472-84535	490156 766138	349,000	-	24,000
Kentucky Street Paving 472-84544	490157 766139	529,000	-	30,000
Woodridge Street Paving 472-84137	490161 766143	188,640	-	135,000
37th St N Pavement 472-83411	490162 766144	137,500	-	105,000
51st N; Meridian-Athenian 472-84545	490167 766149	334,860	-	25,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
51st N; Athenian-Delaware 472-84551	490168 766150	\$ 305,250	\$ -	\$ 24,000
Blackstone Street Paving 472-84397	490169 766151	542,000	-	32,000
Jamesburg Street Paving 472-84459	490170 766152	694,000	-	113,000
Lake Ridge Street Paving 472-84441	490171 766153	615,000	-	46,000
Gilda & Wickham St Paving 472-84565	490173 766155	165,000	-	12,000
Fawn Grove-Sunset Lakes Add'n 472-84576	490179 766161	320,000	-	23,000
TOTAL NEIGHBORHOOD IMPROVEMENTS - PAVING		23,826,926	5,140,000	8,399,000
<b>NEIGHBORHOOD IMPROVEMENTS - WATER</b>				
WDS Sycamore Pond 448-90200	470004 735331	84,000	59,000	3,000
WDS South Broadway Gardens 448-90222	470005 735332	115,900	-	34,000
WDS Turkey Creek 2nd 448-89963	470007 735334	117,000	30,000	47,000
WDS Bellechase 448-90205	470008 735335	104,000	41,000	43,000
WDS Clear Creek 448-90232	470009 735336	73,000	56,000	4,000
WDS Fox Ridge 448-90247	470012 735339	72,000	-	41,000
WDS Terradyne W. 448-90250	470013 735340	66,950	-	62,000
WDS Terradyne W. 448-90251	470014 735341	175,000	12,000	91,000
WDS Brentwood 448-90252	470015 735342	66,000	-	56,000
WDS Lillie 448-90116	470016 735343	82,000	-	52,000
WDS Santa Fe Ind. Dist. 3rd 448-90259	470017 735344	28,000	20,000	5,000
WDS Southwest Passage 448-90230	470018 735345	186,000	-	141,000
WDS Southwest Passage 448-90231	470019 735346	74,000	-	41,000



Description Of Project	Project / Index Number	Amount Required		2/7/2008
		Preliminary Estimate	Renewal Money	New Money
WDS Tyler's Landing 3rd 448-90104	470020 735347	\$ 65,000	\$ -	\$ 51,000
WDS Monarch Landing 448-90275	470021 735348	299,000	79,000	176,000
WDS Northgate 448-90242	470022 735349	160,000	-	118,000
WDS Pier 37 448-90272	470023 735350	122,000	11,000	102,000
WDS Turkey Creek 2nd 448-89959	470024 735351	70,000	-	61,000
WDS Rivendale 448-89889	470025 735352	147,000	-	91,000
WDS Prairie Point 448-89974	470026 735353	87,900	-	55,000
WDS Krug South 448-90277	470027 735354	301,000	-	173,000
WDS Fontana 3rd 448-90004	470028 735355	98,200	-	74,000
WDS Legacy 3rd 448-90279	470031 735358	54,000	-	37,000
WDS Valencia 448-90248	470032 735359	54,000	-	46,000
WDS Willow Creek 448-90282	470033 735360	91,400	-	61,000
WDS K-96 Business Park 448-90175	470034 735361	169,900	-	132,000
WDS Fairmont 3rd 448-90028	470037 735364	53,300	-	40,000
WDS Blackstone 448-90185	470038 735365	115,000	-	10,000
WDS Silverstone 448-90238	470039 735366	148,000	-	110,000
WDS Avalon Park 3rd & 4th 448-90225	470040 735367	114,500	-	61,000
WDS Gray's 6th Addition 448-90301	470044 735371	66,000	-	39,000
WDS Blackstone Addition 448-90184	470045 735372	85,000	-	56,000
WDS Hoover, N of Zoo Blvd. 448-89674	470737 735067	1,100,000	858,000	125,000
WDS West Ridge Comm 448-89546	470845 735175	42,000	-	32,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
WDS Oatville 448-90072	470935 735264	\$ 145,000	\$ -	\$ 10,000
WDS Oak Creek/Cross Pointe 448-90066	470950 735279	548,280	291,000	6,000
WDS Unplatted Tract 448-90126	470960 735289	35,000	14,000	1,000
WDS Falcon Falls 3rd 448-90105	470962 735291	287,000	157,000	16,000
WDS Cross Pointe 448-90083	470970 735299	86,000	26,000	27,000
WDS Emerald Bay 448-90161	470972 735301	646,000	540,000	18,000
WDS Falcon Falls 3rd 448-90128	470986 735315	103,000	89,000	6,000
WDS Clifton Cove 448-90080	470988 735317	1,100,000	640,000	20,000
WDS Clifton Cove 448-90081	470989 735318	140,000	96,000	5,000
WDS Rainbow Lakes West 448-90195	470991 735320	91,500	13,000	65,000
WDS Fairmont 448-90093	470998 735327	94,000	55,000	14,000
TOTAL NEIGHBORHOOD IMPROVEMENTS - WATER		7,962,830	3,087,000	2,458,000
<b>NEIGHBORHOOD IMPROVEMENTS - SANITARY SEWERS</b>				
North Area Sanitary Sewer-Water Sewer 468-83682	480697 744009	3,052,500	2,750,000	285,000
Lat 109, SS#23 468-83876	480776 744088	1,325,000	20,000	11,000
Lat 5, Main 22, SWI 468-83980	480801 744113	170,000	11,000	-
M22, SWI 468-83861	480828 744140	2,000,000	193,000	497,000
M4, NWI 468-83889	480837 744149	3,600,000	2,587,000	62,000
Lateral 5, Main 16, FMC 468-84044	480855 744167	130,000	45,000	46,000
Main 23, SWI 468-84141	480857 744169	1,386,000	904,000	95,000
Lateral 1, Main 23, SWI 468-84139	480858 744170	997,000	866,000	61,000



Description Of Project	Project / Index Number	Amount Required			2/7/2008
		Preliminary Estimate	Renewal Money	New Money	
Lift Station, Main 1 BSS 468-84022	480859 744171	\$ 575,000	\$ 290,000	\$ 201,000	
Lateral 1, Main 16, SS#23 *MBF*468-84149	480860 744172	730,000	41,000	6,000	
Lateral 39, Main 1 CIS (MBF) 468-84168	480868 744180	184,500	16,000	124,000	
Lateral 396, FMC 468-84182	480872 744184	260,000	212,000	26,000	
Lateral 344, FMC 468-83584	480879 744191	96,000	75,000	1,000	
Main 19, FMCS, 468-84127	480882 744194	1,319,000	193,000	770,000	
Main 20, FMCS, 468-84206	480883 744195	749,000	169,000	471,000	
Lat 3, Main 6, CIS 468-83820	480885 744197	214,000	145,000	10,000	
Lat 398, FMCS, 468-84203	480886 744198	252,000	169,000	9,000	
Lat 400, FMCS, 468-84231	480887 744199	160,000	101,000	7,000	
Main 8, CIS, 468-84128	480889 744201	97,000	29,000	1,000	
Lat 7, Main 15, SS # 23, 468-84258	480890 744202	115,000	78,000	7,000	
Lat 402, FMCS, 468-84261	480891 744203	200,000	17,000	135,000	
Main 22, FMC 468-84262	480892 744204	259,000	18,000	161,000	
Lat 1, Main 22, CIS 468-84263	480893 744205	102,000	-	95,000	
Lat 38, Main 1, CIS 468-84081	480894 744206	122,000	-	80,000	
Lat V, SS#8, 468-84281	480895 744207	28,000	16,000	1,000	
Lat 12, Main 6, CIS 468-84228	480897 744209	169,000	-	145,000	
Lat 25, main 19, SWI 468-84064	480898 744210	390,000	-	210,000	
Main 23, FMC 468-84316	480899 744211	203,000	-	143,000	
Lat 1, Main 23, FMC 468-84317	480900 744212	645,000	96,000	482,000	



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Lat 2, Main 15, SS23 468-84248	480901 744213	\$ 433,000	\$ -	\$ 319,000
Lat 518, SWI 468-84303	480902 744214	238,000	14,000	183,000
Lat 95, Main 1, SWI 468-83715	480903 744215	393,000	-	279,000
Lat 1, Main 19, FMC 468-84146	480904 744216	635,000	-	589,000
Lat 3, Main 7, NWI 468-83809	480905 744217	54,000	-	92,000
Lat 7, Main 14, FMC 468-84321	480906 744218	936,000	-	728,000
Lat 10, Main 7, NWI 468-83882	480907 744219	130,000	-	77,000
Lat 2, Main 7, CIS 468-84310	480912 744224	183,800	-	13,000
Lat, Main 7, CIS 468-84025	480913 744225	305,000	-	22,000
Lat 521, SWI 468-84329	480914 744226	74,000	-	72,000
Lat 15, Main 7, SWI 468-84332	480915 744227	29,000	-	21,000
Lat 404, FMC 468-84338	480916 744228	264,000	-	202,000
Lat 14, Main 4, NWI 468-84343	480918 744230	169,000	-	98,000
Lat 7, Main 4, NWI 468-84170	480920 744232	643,500	-	121,000
Lat 10, Main 4, NWI 468-84243	480921 744233	342,000	-	305,000
Lat 15, Main 4, NWI 468-84345	480922 744234	146,000	-	113,000
Main 21, FMC 468-84240	480923 744235	2,600,000	-	62,000
Lat 26, Main 19, SWI 468-84216	480925 744237	312,500	-	249,000
Lat 2, Main 3, Boeing Sewer 468-84340	480926 744238	350,410	-	24,000
Lat 523, SWI 468-84360	480928 744240	37,000	-	32,000
Lateral 406 FMC 468-84383	480930 744242	110,000	-	13,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
Lateral 407, FMC 468-84391	480932 744244	\$ 65,000	\$ -	\$ 17,000
Lateral 4, Main 18, FMC 468-84357	480933 744245	133,000	-	11,000
TOTAL NEIGHBORHOOD IMPROVEMENTS - SANITARY SEWERS		28,113,210	9,055,000	7,784,000
<b>NEIGHBORHOOD IMPROVEMENTS - STORM SEWERS</b>				
SWD 254 468-83978	485294 751403	234,000	192,000	4,000
SWD 255 468-83979	485299 751408	148,000	110,000	3,000
SWD 236 468-83883	485302 751411	678,408	485,000	35,000
SWD 272 468-84047	485306 751415	703,000	-	40,000
SWD 269 468-84024	485312 751421	659,000	499,000	93,000
Waterman SWD 468-84167	485313 751422	7,325,000	-	2,670,000
SWD 294 468-84183	485314 751423	568,000	295,000	203,000
SWD 295 468-84193	485318 751427	894,000	461,000	47,000
SWD Harry/Mead 468-84219	485320 776572	211,384	16,000	154,000
SWD 297 468-84204	485-321 751320	202,000	127,000	12,000
SWD 290 468-84151	485322 751431	531,240	-	475,000
SWD 298 468-84208	485323 751432	340,000	-	92,000
SWD 623 468-84282	482324 751433	40,000	32,000	4,000
SWD 301 468-84230	485325 785082	158,000	26,000	118,000
SWD 311 468-84260	485326 751435	245,000	18,000	184,000
SWS 626 468-84298	485327 751436	338,000	-	295,000
SWD 308 468-84254	485328 751437	930,000	-	389,000



		Amount Required		2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
SWD 318 468-84323	485330 751439	\$ 400,000	\$ -	\$ 227,000
SWD 320 468-84327	485331 751440	387,000	-	150,000
SWD 628 468-84325	485332 751441	534,000	-	287,000
SWD 317 468-84318	485333 751442	286,000	-	259,000
SWD 627 468-84319	485334 751443	529,000	-	385,000
SWD 315 468-84302	485335 751444	828,000	-	439,000
SWD 307 468-84253	485336 751445	617,000	-	617,000
SWS 630 468-84335	485337 751446	150,000	-	23,000
SWD 323 468-84330	485338 751447	390,000	-	26,000
SWD 322 468-84339	485339 751448	371,000	-	159,000
SWD 342 468-84353	485342 751451	1,450,000	-	73,000
TOTAL NEIGHBORHOOD IMPROVEMENTS - STORM SEWERS		20,147,032	2,261,000	7,463,000
<b>FACADE IMPROVEMENTS</b>				
Facade @ 820 & 900 E. 2nd	491017 766016	600,000	567,000	10,000
Façade @ 105 S. Broadway 472-84411	491020 766019	500,000	392,234	70,366
TOTAL FACADE IMPROVEMENTS		1,100,000	959,234	80,366
TOTAL TEMPORARY NOTES SERIES 222		\$ 439,540,258	\$ 24,733,000	\$ 53,147,000
TOTAL RENEWAL MONEY		\$ 24,733,000		
TOTAL NEW MONEY		53,147,000		
TOTAL TEMPORARY NOTES SERIES 222		\$ 77,880,000		



SCHEDULE I

**CITY OF WICHITA, KANSAS**  
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 223  
CAPITAL IMPROVEMENTS

			Amount Required	2/7/2008
Description Of Project	Project / Index Number	Preliminary Estimate	Renewal Money	New Money
BRIDGES				
Water Walk - Parking	435352 792423	36,800,000	-	5,300,000
TOTAL BRIDGE IMPROVEMENTS		36,800,000	-	5,300,000
PUBLIC IMPROVEMENTS				
Douglas and Hillside Redevelopment	435425 792494	4,950,000	-	2,715,000
TOTAL PUBLIC IMPROVEMENTS		4,950,000	-	2,715,000
TOTAL TEMPORARY NOTES SERIES 223		\$ 41,750,000	\$ -	\$ 8,015,000
TOTAL RENEWAL MONEY		\$ -		
TOTAL NEW MONEY		8,015,000		
TOTAL TEMPORARY NOTES SERIES 223		\$ 8,015,000		



**FINAL**  
CITY OF WICHITA  
TEMPORARY NOTES ISSUE  
CAPITAL IMPROVEMENTS  
Jan-08  
SERIES 222

			<u>Amount Required</u>		<u>2/7/2008</u>			
Description Of Project		Project / Index Number	Preliminary Estimate	Renewal Money	New Money	Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
<b><u>ARTERIAL PAVING</u></b>								
1	George Washington Blvd & Mt. Vernon 472-83168	200246 706792	2,100,000	-	-	11,300	KSA 12-685	44-490 2/1/2000
2	2001 Arterial Design Program 472-83314	201276 706811	1,150,000	-	-	11,400	KSA 12-685	44-897 3/20/2001
3	21st & Rock Road (83438)	201295 706829	2,130,000	22,000	-	-	KSA 12-685	45-134 11/20/2001
4	Webb @ 29th & K-96 472-83508	202306 706840	300,000	36,000	1,000	-	KSA 12-685	45-290 4/9/2002
5	29th St.; Rock - Webb 472-83519	202307 706841	2,885,000	-	-	21,700	KSA 12-685	45-289 4/9/2002 45-697 4/8/2003
6	Central, Maize - Tyler 472-83659	203314 706848	2,740,000	-	-	6,700	KSA 12-685	45-506 12/10/2002 45-779 10/7/2003 46-144 5/4/2004
7	Harry, Oliver-Woodlawn 472-83685	203318 706852	3,000,000	-	-	23,300	KSA 12-685	45-550 2/4/2003
8	29th; 1/2 M W of Maize to Maize 472-83752	203324 706858	85,000	-	11,000	-	KSA 12-685	45-734 6/10/2003
9	First & Hydraulic Intersection (Design)	203326 706860	20,000	-	-	-	KSA 12-685	R-45-733 6/10/2003
10	Central, Oliver-Woodlawn 472-83754	203328 706862	135,000	-	-	3,500	KSA 12-685	45-753 7/8/2003
11	Min, Douglas-Murdock 472-83811	203330 706864	1,465,000	-	-	21,200	KSA 12-685	45-777 8/12/2003



CITY OF WICHITA  
 TEMPORARY NOTES ISSUE  
 CAPITAL IMPROVEMENTS  
 Jan-08  
 SERIES 222

Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
12 McCormick Realignment 472-83831	203332 706866	1,563,000	172,500	44,500	525,000	KSA 12-6A01	R-04-165 4/13/2004 R-06-161 4/4/2006
13 Little Ark River Bike Path 472-83812	203342 706876	700,000	-	15,000	-	KSA 13-1024c CO 156	R-03-359 7/15/2003 AR 05-137 3/22/2005
14 Harry / Mclean Instrsct 472-83781	204331 706865	990,000	12,100	-	-	KSA 12-685	45-096 10/21/2003
15 Hillside, Kellogg-Central 472-83862	204333 706867	5,540,000	161,000	12,000	838,400	KSA 12-685	45-919 11/4/2003 R-47-072 7/18/2006
16 Pawnee, Washington-Hydraulic 472-83858	204335 706869	5,360,000	-	312,000	281,000	KSA 12-685	45-915 11/4/2003 47-075 7/18/2006
17 Central, Oliver-Woodlawn 472-83873	204337 706871	4,885,000	-	387,000	234,900	KSA 12-685	45-928 11/18/2003 47-073 7/18/2006
18 Central, Woodlawn-Rock 472-83874	204338 706872	4,858,000	-	456,000	-	KSA 12-685	45-927 11/18/2003 47-074 7/18/2006
19 Rock, 21st-29th 472-83889	204340 706874	2,570,000	-	1,000	37,000	KSA 12-685	45-949 12/16/2003
20 119th St. West, 17th-21st 472-83890	204341 706875	1,125,000	-	-	23,500	KSA 12-685	45-948 12/16/2003
21 Hydraulic, 57th-47th 472-83902	204343 706877	5,050,000	-	1,300	67,700	KSA 12-685	45-989 2/10/2004



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CITY OF WICHITA  
TEMPORARY NOTES ISSUE  
CAPITAL IMPROVEMENTS  
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SERIES 222

Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
							46-142 5/4/2004
22 West St: Maple-Central 472-83979	204356 706890	2,230,000	-	430,000	626,000	KSA 12-685	46-155 5/4/2004 46-807 11/1/2005
23 Pawnee: 119th-Maize-D 472-84005	204357 706891	210,000	-	-	48,100	KSA 12-685	46-161 5/11/2004
24 Seneca: I-235 - 31st S - D 472-84006	204358 706892	210,000	-	20,000	-	KSA 12-685	46-162 5/11/2004
25 Pawnee: Meridian-Seneca-D 472-84012	204359 706893	100,000	-	-	18,000	KSA 12-685	46-166 5/11/2004
26 Oliver: Harry - Kellogg Imp. - D 472-84018	204361 706895	225,000	-	38,000	-	KSA 12-685	46-172 5/11/2004 46-648 8/16/2005
27 MacArthur: Meridian-Seneca Imp.-D 472-83996	204362 706896	210,000	-	18,800	6,200	KSA 12-685	46-154 5/11/2004
28 Central: 135th W.-119th W. Imp.-D 472-84017	204364 706898	160,000	-	-	11,900	KSA 12-685	46-171 5/11/2004
29 Harry: K-42 Meridian Imp. 472-84001	204366 706900	1,400,000	-	16,000	129,000	KSA 12-685	46-159 5/11/2004 46-668 10/4/2005 46-894 2/28/2006
30 29th: 119th W.-Maize Imp. D-472-83982	204367 706901	95,000	-	-	10,000	KSA 12-685	46-148 5/11/2004
31 Pawnee-McLean Intrsctn. Imp. 472-84007	204372 706906	1,750,000	-	-	275,000	KSA 12-685	46-163 5/11/2004 46-806 11/1/2005



CITY OF WICHITA  
 TEMPORARY NOTES ISSUE  
 CAPITAL IMPROVEMENTS  
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 SERIES 222

Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u> <u>2/7/2008</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
							47-095 8/8/2006
32 04/05 Traffic Signal Prg. 472-83991	204377 706911	610,000	-	-	56,100	KSA 13-1024c CO 156	R-04-274 5/18/2004
33 29th St Imp Tyler-Ridge 472-83903	204380 706914	3,700,000	16,000	29,000	422,000	KSA 12-685	46-421 12/21/2004 46-878 1/24/2006
34 2005 Arterial Sidewlk/WCR prf 472-84142	205381 706915	400,000	-	28,200	151,800	KSA 13-1024c CO 156	R-05-017 1/4/2005
35 ITS Traffic Study-'05 472-84119	205382 706916	525,000	-	389,000	-	KSA 13-1024c CO 156	R-05-020 1/4/2005
36 Tyler/Yosemite Inter. 472-84185	205385 706919	5,250,000	-	636,000	93,000	KSA 12-685	46-557 3/22/2005 47-464 4/24/2007
37 37th St. N. Tyler-Ridge 472-84186	205386 706920	5,350,000	314,000	34,000	986,000	KSA 12-685	46-558 3/22/2005 47-099 8/15/2006
38 Gyp Creek Bikepath-D 472-84194	205387 706921	1,115,000	4,600	19,400	-	KSA 13-1024c CO 156	R-05-192 4/5/2005
39 Hydraulic, 63rd S. -57th S. 472-84118	205388 706922	2,500,000	-	17,800	590,200	KSA 12-685	46-593 5/10/2005
40 21st; Oliver-Woodlawn 472-84235	205389 706923	2,430,000		-	37,600	KSA 12-685	46-611 6/28/2005
41 Maize/Westport Intersect. 472-84244	205390 706924	460,000	15,900	2,300	12,800	KSA 12-685	46-626 7/19/2005 47-044 6/13/2006
42 13th/Broadway Intrsct. Imp. 472-84178	205391	2,435,000	73,400	246,000	433,600	KSA	46-633



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TEMPORARY NOTES ISSUE  
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Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u> <u>2/7/2008</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
	706925					12-685	7/26/2005
43 2005 Arterial St. Rehab. 472-84158	205392 706926	400,000	-	-	105,800	KSA 12-685	46-631 7/26/2005
44 Ridge/Maple Intrst. Imp. 472-84258	205393 706927	2,230,000	-	159,000	308,000	KSA 12-685	46-652 8/23/2005 46-993 3/28/2006 47-133 9/26/2006
45 Greenwich: 13th-27th N. 472-84274	205395 706929	6,000,000	-	44,000	180,000	KSA 12-685	46-667 10/4/2005
46 Boys & Girls Club Imp. 472-84282	205396 706930	1,330,000	-	146,000	224,000	KSA 12-6A01	R-05-525 10/18/2005
47 13th/Mosley Intrst. Imp. 472-84269	205397 706931	1,700,000	-	14,000	-	KSA 12-685	46-805 11/1/2006
48 Pawnee, Palisade-Water 472-84283	205398 706932	2,093,892	-	-	600,000	KSA 12-685	46-808 11/1/2005 47-008 4/11/2006
49 13th, I-135-Woodlawn 472-84320	205399 706933	210,000	-	39,700	64,300	KSA 12-685	46-838 12/20/2005
50 21st/Broadway Intrstcn 472-84295	205400 706934	140,000	-	31,600	33,400	KSA 12-685	46-839 12/20/2005
51 47th St. S. Meridian-Seneca 472-84296	205401 706935	215,000	-	1,000	37,000	KSA 12-685	46-840 12/20/2005
52 55th St. S./Broadway Intrstcn 472-84306	205402 706936	85,000	-	15,400	7,600	KSA 12-685	46-841 12/20/2005
53 119th St. W. Kellogg-Maple 472-84306	205403 706937	160,000	-	33,300	16,700	KSA 12-685	46-842 12/20/2005
54 135th St. W. Maple-Central 472-84308	205404	145,000	-	1,200	39,800	KSA	46-843



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			Renewal Money	New Money			
	706938					12-685	12/20/2005
55 151st. St. W. Kellogg-Maple 472-84318	205405 706939	400,000	-	4,000	38,000	KSA 12-685	46-844 12/20/2005 47-071 7/18/2006
56 Central/Tyler Intrsectn 472-84311	205406 706940	145,000	-	40,600	33,400	KSA 12-685	46-845 12/20/2005
57 Greenwich, Harry-Kellogg 472-84301	205407 706941	155,000	-	22,200	29,800	KSA 12-685	46-846 12/20/2005
58 Hydraulic, Harry-Kellogg 472-84310	205408 706942	27,500	-	2,400	4,600	KSA 12-685	46-847 12/20/2005
59 Lincoln St Imp Hillside-Oliver 472-84307	205409 706943	25,000	-	-	10,400	KSA 12-685	46-848 12/20/2005
60 Meridian, 47th St. S.-31st St. S. 472-84302	205410 706944	400,000	-	39,000	39,000	KSA 12-685	46-849 12/20/2005
61 Meridian, Pawnee-Orient 472-84309	205411 706945	60,000	-	10,000	-	KSA 12-685	46-850 12/20/2005
62 Mt. Vernon, Broadway-Ark River 472-84289	205412 706946	367,500	-	24,100	14,900	KSA 12-685	46-851 12/20/2005
63 Pawnee, K-15-Hillside 472-84303	205413 706947	145,000	-	-	17,400	KSA 12-685	46-852 12/20/2005
64 Woodlawn, Lincoln-Kellogg 472-84304	205414 706948	105,000	-	1,000	18,000	KSA 12-685	46-853 12/20/2005
65 Ark River Bike Path, Galena-GWB 472-84319	205415 706949	155,000	-	16,100	53,900	KSA 13-1024c CO 156	R-05-662 12/13/2005
66 Central/Oliver intrsect. 472-84362	206416 706950	1,250,000	-	939,000	151,200	KSA 12-685	46-879 1/24/2006



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67 Pawnee: Maize-119th St. W. 472-84357	206417 706951	8,000,000	-	757,800	179,200	KSA 12-685	46-880 1/24/2006 47-127 9/19/2006	
68 MacArthur: Meridian-Seneca 472-84358	206418 706952	3,600,000	112,266	47,534	49,200	KSA 12-685	46-889 2/14/2006	
69 17th St. N. Broadway - I-135 472-84392	206419 706953	1,000,000	-	7,300	120,700	KSA 13-1024c CO 156	R-06-119 3/7/2006	
70 21st St., K-96 to 19th St. E.	206420 706954	100,000	-	58,000	11,000	KSA 12-685	46-994 3/21/2006 47-332 2/6/2007	
71 Greenwich, 26th-29th 472-84415	206421 706955	1,700,000	-	-	300,000	KSA 12-685	47-045 6/13/2006	
72 2006/07 Traffic Signalization 472-84424	206422 706956	700,000	-	50,000	-	KSA 12-6A01 CO 156	06-389 7/11/2006	
73 2006 Arterial Street Rehab 472-84429	206423 706957	400,000	-	2,900	296,100	KSA 12-685	47-094 8/1/2006	
74 Pawnee; Meridian - Seneca 472-84356	206424 706958	4,900,000	-	599,000	253,500	KSA 12-685	47-097 8/15/2006	
75 Greenwich Rd, Central-13th (Design) 472-84435	206425 706959	3,279,995	-	1,063,000	58,300	KSA 12-685	47-119 9/19/2006	
76 Int. Trans Syst Traffic Signals 472-84446	206426 706960	3,779,493	-	11,000	-	KSA 12-6A01 CO 156	06-479 9/19/2006	
77 Tyler Imp. K-42 to Harry 472-84475	206427 706961	700,000	-	433,000	-	KSA 12-685	47-283 11/14/2006	
78 Greenwich; Central to 13th 472-84435	208220 706663	3,623,000	-	-	48,800	KSA 12-685	43-705 3/3/1998 43-912	



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			Renewal Money	New Money			
							7/7/1998 44-222 3/23/1999
79 Central, West-McLean 472-82906	208222 706689	4,500,000	274,000	5,000	-	KSA 12-685	43-710 3/17/1998 44-253 5/25/1999
80 29th, Oliver - Woodlawn 472-82996	208229 706754	1,350,000	-	-	17,800	KSA 12-685	43-944A 8/18/1998
81 Harry, Webb - Greenwich 472-83091	209232 706771	2,400,000	-	-	14,600	KSA 12-685	44-240 4/27/1999
<b><u>BRIDGES</u></b>	<b>Total</b>	<b>137,992,380</b>	<b>1,213,766</b>	<b>7,783,434</b>	<b>9,390,300</b>		
1 13th Bridge@Cowskin Crk 472-83851	244113 751697	3,120,000	90,000	2,000	-	KSA 12-685	45-907 10/21/2003 46-210 7/20/2004
2 Murdock Bridge@Little Ark River 472-83895	244114 715698	1,654,800	-	-	3,500	KSA 12-685	45-950 12/16/2003 46-147 5/11/2004 46-190 5/15/2004
3 21st St Bridge @ Ark River - D - 472-84019	244116 715700	45,000	-	21,000	-	KSA 12-685	46-173 5/11/2004
4 Central Rail Corridor - LST	249073 715569	105,631,101	-	10,000,000	-	KSA 13-1024c CO 156	99-173 5/25/1999 02-131 3/5/2002 03-113 3/4/2003 03-567 11/4/2003



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			Renewal Money	New Money			05-122 3/8/2005
5 Oliver Bridge@Gyp Crk 472-84184	245119 715703	1,084,474	-	3,400	43,600	KSA 12-685	46-546 3/8/2005
6 13th St. Bridge@ LAR 472-84314	245121 715705	105,000	-	11,000	45,100	KSA 12-685	46-854 12/20/2005
7 21st St. Overpass, Broadway-I-135	245122 715706	175,000	-	1,800	13,200	KSA 12-685	46-855 12/20/2005
8 21st St Bridge @ LAR 472-84315	245123 715707	55,000	-	23,000	-	KSA 12-685	46-856 12/20/2005
9 25th St Bridge @ LAR 472-87316	245124 715708	55,000	-	25,000	-	KSA 12-685	46-857 12/20/2005
10 Grove St Bridge @ Frisco Ditch 472-84317	245125 715709	25,000	-	7,000	-	KSA 12-685	46-858 12/20/2005
11 11th St. Bridge@Drn Canal 472-84396	246126 715710	1,532,000	-	-	349,000	KSA 12-685	47-009 4/11/2006 47-128 9/19/2006
12 S. Broadway Viaduct 472-84597	247130 715714	500,000	-	378,000	-		07-513 9/11/2007
13 Pawnee Bridge at Dry Creek (Design) 472-83045	248096 715664	440,000	-	-	2,900	KSA 12-685	43-911 7/7/1998
<b><u>PUBLIC IMPROVEMENTS</u></b>	<b>Total</b>	<b>114,422,375</b>	<b>90,000</b>	<b>10,472,200</b>	<b>457,300</b>		
1 Northeast Baseball Complex	435322 792352	1,000,000	-	8,000	24,000	KSA 13-1024C CO 156	R-01-365 9/11/2001 AR-03-329 6/17/2003



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2	Homeland Defense Readiness Center	435349 792379	1,700,000	-	10,000	10,000	KSA 13-1024c CO 156	R-02-285 6/18/2002
3	Water Walk - Eastbank Development	435352 792458	36,800,000	-	612,000	780,000	KSA 13-1024c CO 156	02-402 9/10/2002 04-534 9/21/2004 06-367 6/20/2006 47-062 6/1/2706
4	Century II - Bleacher Seats	435353 792383	2,150,000	-	-	2,000	KSA 13-1024c CO 156	R-02-570 12/17/2002 R-04-124 3/16/2004
5	Dist. 2 Neighborhood City Hall	435362 792362	475,000	-	2,000	-	KSA 13-1024c CO 156	03-152 3/25/2003
6	Police Property & Evidence Relocation	435376 792406	675,000	-	-	1,100	KSA 13-1024c CO 156	R-04-337 7/13/2004
7	Animal Shelter Build.	435377 792407	3,300,000	-	96,000	40,000	KSA 13-1024c CO 156	04-292 6/8/2004
8	City Facilities ADA Compliance	435379 792409	300,000	-	23,000	5,300	KSA 13-1024c CO 156	R-04-532 9/21/2004
9	Library ADA Improv.	435380 792410	100,000	-	10,000	-	KSA 13-1024c CO 156	R-04-386 7/27/2004
10	Kansas Aviation Museum Phase 2 - 472-84455	435389 792419	775,000	-	-	25,000	KSA 13-1024c CO 156	R-06-523 10/17/2006
11	City Hall Security/Landscape	435390 792420	3,381,000	-	491,000	194,000	KSA 13-1024c CO 156	R-04-533 9/21/2004
12	Land Acquisition - District V	435391 792421	2,950,000	2,915,000	-	-	KSA 13-1024c CO 156	R-03-668 12/30/2003
13	City Hall Garage Repairs	435392	500,000	-	51,000	185,000	KSA 13-1024c	04-617



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			Renewal Money	New Money			
	792427					CO 156	11/16/2004 05-524 10/18/2005
14 CMP Expansion	435405 792455	150,000	-	-	1,000	KSA 13-1024c CO 156	05-299 6/7/2005
15 City Hall 1st Floor Remodel	435407 792459	1,950,000	-	264,000	17,000	KSA 13-1024c CO 156	R-05-405 8/2/2005
16 Facilities Space Utilization	435408 792460	1,500,000	-	407,000	237,000	KSA 13-1024c CO 156	05-383 7/26/2005
17 Arena Neighborhood Redev.	435409 792461	250,000	-	-	64,000	KSA 10-101	46-632 7/26/2005
18 Police Mobile Radios	435410 792462	1,640,000	-	-	11,000	KSA 13-1024c CO 156	46-656 9/20/2005
19 CIP Planned Savings	435411 792463	2,250,000	-	2,051,000	73,000	KSA 13-1024c CO 156	46-804 11/1/2005
20 Indian Center Remodel	435414 792482	600,000	-	-	1,000	KSA 13-1024c CO 156	05-501 10/4/2005
21 Park land Purchase	435415 792483	1,125,000	-	-	18,000	KSA 13-1024c CO 156	R-05-527 10/18/2005
22 International Marketplace Dist.	435417 792485	300,000	-	16,000	216,000	KSA 13-1024c CO 156	46-816 11/8/2005
23 Power CDC Grocery Store	435418 792486	350,000	-	352,000	-	KSA 12-1770	R-97-144 6/3/1997 43-508 6/24/1997 45-918 11/4/2003 R-05-402 8/2/2005 R-05-466 9/13/2005



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			Project / Index	Preliminary	Renewal Money	New Money	Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
Description Of Project			Number	Estimate					
24	Fire Training Grounds Imp.		435419 792487	1,700,000	-	289,000	1,268,000	KSA 13-1024c CO 156	06-157 3/28/2006
25	Fire Station 20 - Pawnee & Greenwich		435420 792489	7,300,000	-	-	73,000	KSA 13-1024c CO 156	06-460 9/12/2006
26	Mercado Public Market Design		435424 792493	50,000	-	22,000	-	KSA 13-1024c CO 156	47-266 10/17/2006
27	Aviation Training School		436603 793006	1,600,000	-	-	1,594,000	KSA 13-1024c CO 156	06-147 3/21/2006
28	Fire Apparatus Replacement		436604 793007	5,434,000	-	188,000	517,000	KSA 13-1024c CO 156	R-06-144 3/21/2006
29	Bomb Range Reloc./Imp.		436605 793008	1,850,000	-	204,000	275,000	KSA 13-1024c CO 156	R-06-159 4/4/2006
30	Fire Apparatus 2007-08		436607 793010	3,419,000	-	15,000	3,008,000	KSA 12-1736 KSA 12-1737c	06-638 11/28/2006
31	Hilltop Neighborhood Master Plan		436608 793011	125,000	-	12,000	-	KSA 10-101	47-132 9/19/2006
Total				85,574,000	2,915,000	5,123,000	8,639,400		

**PARK IMPROVEMENTS**

1 Central Riverside Park Imp/Mod	390148 785016	5,450,000	-	23,000	48,000	KSA 13-1024c CO 156	R-99-412 10/19/1999 99-481 12/21/1999 01-027 1/23/2001 R-01-202 5/8/2001 R-02-185 4/2/2002 03-066 2/4/2003 03-366 7/15/2003	
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			Renewal Money	New Money			
2 Skate Park	392159 785027	200,000	-	-	3,000	KSA 13-1024c CO 156	R-02-089 2/5/2002 R-02-314 7/2/2002 R-04-586 10/19/2004
3 2004 Park Facilities Renov.	394174 785042	400,000	-	-	2,000	KSA 13-1024c CO 156	R-03-672 12/16/2003
4 2004 Park - Paths/Sidewalks	394175 785143	40,000	-	-	7,500	KSA 13-1024c CO 156	03-656 12/16/2003
5 Park - S. Arkansas River Park '05 Design	395179 785047	300,000	-	7,000	239,000	KSA 13-1024c CO 156	04-467 9/14/2004 05-526 10/18/2005
6 Park 05 - Parking lots/entry drives	395180 785048	450,000	-	-	12,000	KSA 13-1024c CO 156	R-04-679 12/21/2004
7 Park 05 - Lighting	395182 785050	100,000	-	8,000	7,000	KSA 13-1024c CO 156	R-05-190 4/5/2005
8 Park 05 - Paths/Sidewalks	395183 785051	40,000	-	-	1,000	KSA 13-1024c CO 156	R-05-191 4/5/2005
9 Park 05 - Facilities Renov.	395184 785052	400,000	-	12,000	2,000	KSA 13-1024c CO 156	R-05-124 3/8/2005
10 Park 05 - Grove Park Ph II	395185 785053	600,000	-	4,000	6,000	KSA 13-1024c CO 156	R-05-422 8/9/2005
11 Park 05/06 - Athletic Courts	395186 785054	440,000	-	237,000	121,000	KSA 13-1024c CO 156	R-05-450 9/13/2005
12 Park 05 - Schweiter Park	395188 785056	510,000	-	197,000	190,000	KSA 13-1024c CO 156	05-451 9/13/2005
13 Park 05-06 Playgrounds	395190 785058	400,000	-	29,000	306,000	KSA 13-1024c CO 156	05-449 9/13/2005



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14 Park 05 - Watson Park Const.	395191 785059	540,000	-	367,000	-	KSA 13-1024c CO 156	05-245 9/13/2005
15 Park 05 - Century II Stage/Equip. Ren/Rplcm	395196 785064	50,000	-	-	7,000	KSA 13-1024c CO 156	06-018 1/10/2006
16 Park 05/06 - Plainview Park Football Field	395197 785065	500,000	-	-	41,000	KSA 13-1024c CO 156	06-019 1/10/2006
17 Park 05 - Ice Center Facility Renovat.	395200 785068	70,000	-	-	11,000	KSA 13-1024c CO 156	06-059 2/14/2006
18 Park 05 - Irrigation Sys Rplc/Upgrd	395203 785071	200,000	-	12,000	131,000	KSA 13-1024c CO 156	06-142 3/21/2006
19 Pathways/Sidewalks Schell Park	396189 785057	40,000	-	-	35,000	KSA 13-1024c CO 156	05-521 10/18/2005
20 Park 06 Park Facilities Renovation	396192 785060	400,000	-	185,000	123,000	KSA 13-1024c CO 156	05-541 11/1/2005
21 Park 06 -Swimming Pool Imp.	396199 785067	100,000	-	7,000	18,000	KSA 13-1024c CO 156	06-057 2/14/2006
22 Park 06 - Land Accq. 5220 S. Meridian	396201 785069	86,500	-	-	1,000	KSA 13-1024c CO 156	R-06-064 2/14/2006
23 Park 06 - Parking Lots/Entry Drives	396202 785070	365,000	-	200,000	31,000	KSA 13-1024c CO 156	06-058 2/14/2006
24 Park 06 - Lighting	396204 785072	100,000	-	-	2,000	KSA 13-1024c CO 156	06-143 3/21/2006
25 Restoration of Sim Park Memorial Entry	396205 785073	100,000	-	52,000	40,000	KSA 13-1024c CO 156	06-356 6/13/2006
26 Park 06 - Wichita Ice Center	396207 785075	105,000	-	5,000	10,000	KSA 13-1024c CO 156	06-390 7/11/2006
27 Park 06 - S. Arkansas River Study	396208 785076	30,000	-	28,000	-		



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			Renewal Money	New Money			
28 Park 06- Master Planning & Devel.	396209 785077	250,000	-	60,500	10,500	KSA 12-685	47-080 7/25/2006
29 Park 07 - Athletic Court Repair	396210 785078	220,000	-	42,000	177,000	KSA 13-1024c CO 156	06-424 8/8/2006
30 Park 07 - Park Facilities Renovation - GO	397212 785081	400,000	-	149,000	-	KSA 13-1024c CO 156	06-524 10/17/2006
31 Park 07 - Swimming Pool Imp.	397213 785082	100,000	-	69,500	13,500	KSA 13-1024c CO 156	06-684-06-694 12/19/2006
32 Park 07 - Playground Rehah./Development	397217 785099	200,000	-	19,000	-	KSA 13-1024c CO 156	06-677-06-680 12/19/2006
<b>Total</b>		<b>13,186,500</b>	<b>-</b>	<b>1,713,000</b>	<b>1,595,500</b>		
<b><u>MISCELLANEOUS</u></b>							
1 Cowskin Creek Basin-Flood Mitigation	860527 660780	1,000,000	12,000	72,000	-	KSA 13-1024c CO 156	R-00-050 2/8/2000
2 Row Acquisition Cowskin Creek Improvement	864002 660792	1,000,000	-	261,000	882,000	KSA 13-1024c CO 156	04-154 4/6/2004
3 Rehabilitation of Pump #2 & #4	864100 660796	990,000	-	107,000	-	KSA 13-1024c CO 156	04-596 11/2/2004
4 1st & 2nd Street East Outfall	864501 660798	290,000	-	80,000	-	KSA 13-1024c CO 156	04-598 11/2/2004
5 Dry Creek Row - Flood Mitigation	864602 660799	2,000,000	-	11,000	-	KSA 13-1024c CO 156	04-600 11/2/2004
6 Gypsum Creek Improv. - Rock to Eastern 468-84178	866001 660800	1,200,000	-	29,000	-	KSA 13-1024c CO 156	06-354 6/13/2006
7 Dry Creek Channel Improv. 468-84177	866002 660801	1,300,000	-	467,000	-	KSA 13-1024c CO 156	06-353 6/13/2006
8 9th St & West Drainage Outfall 468-84179	866003	550,000	-	64,000	-	KSA 13-1024c	06-352



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	660802					CO 156	6/13/2006
9 Gypsum Creek Improv. - W. of Hillside 468-82473	866004 660802	2,100,000	-	84,000	-	KSA 13-1024c CO 156	06-357 6/13/2006
10 Gypsum Creek Improv. - Pawnee to Woodlawn 468-84224	866005 660804	2,100,000	-	74,000	-	KSA 13-1024c CO 156	06-468 9/19/2006
11 Calfskin & Dry Creek Flood Mapping Study 468-84269	866006 660805	600,000	-	495,000	-	KSA 13-1024c CO 156	06-659 12/12/2006
12 Phase 1 - Digital SW Drainage Struc. Inv.	867001 660806	1,000,000	-	127,000	-	KSA 13-1024c CO 156	06-706 12/19/2006
<b>Total</b>		<b>7,780,000</b>	<b>12,000</b>	<b>1,871,000</b>	<b>882,000</b>		
<b><u>NEIGHBORHOOD IMPROVEMENTS - PAVING</u></b>							
1 21st St. Accel-Decel-Paving 472-84206	490048 765935	267,120	103,000	134,000	-	KSA 12-6a01 et seq as amended	R-05-248 5/3/2005 R-06-194 4/25/2006 R-06-426 8/15/2006
2 30th St. South - Paving 472-84215	490057 765944	99,196	54,000	43,000	-	KSA 12-6a01 et seq as amended	R-05-303 6/7/2005
3 Alley: Woodlawn-Mission-paving 472-84222	490058 765945	86,350	-	25,000	-	KSA 12-6a01 et seq as amended	05-304 6/7/2005
4 26th St N. Circle - paving 472-84241	490059 765946	255,740	197,000	16,000	-	KSA 12-6a01 et seq as amended	R-05-319 6/14/2005
5 Kellogg Frontage Rd. - NI paving 472-83962	490064 765951	200,250	83,000	1,000	-	KSA 12-6a01 et seq as amended	R-04-114 3/16/2004
6 Mascot - NI paving 472-84298	490085 765970	215,000	15,000	190,000	-	KSA 12-6a01 et seq as amended	R-05-544 11/1/2005
7 University - NI Paving 472-84299	490086 765971	97,600	-	93,000	-	KSA 12-6a01 et seq as amended	05-543 11/1/2005



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							07-264 4/24/2007
8 Zelta - NI Paving 472-84300	490087 765972	296,100	14,000	21,000	-	KSA 12-6a01 et seq as amended	R-05-538 11/1/2005
9 Tara Falls - NI paving 472-84271	490090 765975	400,000	329,000	5,000	-	KSA 12-6a01 et seq as amended	R-05-681 12/20/2005
10 Bayside Ct. - NI paving 472-84364	490096 765981	842,000	255,000	480,000	-	KSA 12-6a01 et seq as amended	R-06-040 1/24/2006
11 Zimmerlly Court- paving 472-84297	490107 765990	100,000	80,000	2,000	-	KSA 12-6a01 et seq as amended	05-550 11/1/2005
12 Merton - NI paving 472-84410	490109 765992	155,040	13,000	133,000	-	KSA 12-6a01 et seq as amended	R-06-214 5/9/2006
13 Jade - NI paving 472-84227	490110 765993	429,000	304,000	100,000	-	KSA 12-6a01 et seq as amended	R-05-606 11/15/2005
14 Bracken/Troon/Wood - NI paving 472-84406	490111 765994	497,000	40,000	363,000	-	KSA 12-6a01 et seq as amended	R-06-186 4/18/2006
15 Westlakes Parkway - NI paving 472-84279	490113 765996	590,790	221,000	250,000	-	KSA 12-6a01 et seq as amended	R-05-487 10/4/2005 07-332 6/5/2007
16 Fawnwood - NI paving 472-84291	490116 765999	974,000	722,000	45,000	-	KSA 12-6a01 et seq as amended	R-05-559 11/1/2005 R-06-138 3/21/2006
17 Grey Meadow - NI paving 472-84421	490117 766100	675,000	304,000	331,000	-	KSA 12-6a01 et seq as amended	R-06-350 6/13/2006
18 Loch Lomond - NI paving 472-84084	490118 766101	667,800	511,000	14,000	-	KSA 12-6a01 et seq as amended	R-05-090 3/1/2005
19 Wilson Estates Ct., SS & WS Legacy Park 472-84404	490119 766102	321,000	233,000	21,000	-	KSA 12-6a01 et seq as amended	R-06-205 5/2/2006



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							R-06-206 5/2/2006 R-06-207 5/2/2006 R-06-330 6/6/2006
20 Marblefalls 472-84324	490120 766103	459,000	305,000	110,000	-	KSA 12-6a01 et seq as amended	R-05-595 11/8/2005
21 Mainsgate - paving - 472-84246	490121 766104	438,000	378,000	32,000	-	KSA 12-6a01 et seq as amended	05-420 8/9/2005 05-499 10/4/2005 06-421 8/8/2006
22 Michelle - 472-84425	490122 766105	57,000	40,000	5,000	-	KSA 12-6a01 et seq as amended	06-369 6/20/2006
23 Mt Vernon 472-84423	490123 766106	467,000	266,000	121,000	-	KSA 12-6a01 et seq as amended	R-06-373 6/27/2006
24 Gouverneur and Osie 472-84428	490124 766107	275,000		189,000		KSA 12-6a01 et seq as amended	06-412 8/1/2006
25 50th St South Paving - 472-84416	490125 766108	259,000	19,000	190,000	-	KSA 12-6a01 et seq as amended	06-348 6/6/2006 06-462 9/12/2006
26 Grove 472-84438	490126 766109	345,000	21,000	4,000	-	KSA 12-6a01 et seq as amended	R-06-453 8/22/2006
27 Aksarben Paving 472-84105	490127 766110	379,440	280,000	20,000	-	KSA 12-6a01 et seq as amended	04-560 10/12/2004
28 Upland Hills (Turkey Creek 2nd) 472-84030	490128 766111	553,000	34,000	447,000	-	KSA 12-6a01 et seq as amended	04-264 5/18/2004 05-110 3/1/2005



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29	Brookside	472-84442	490129 766112	159,120	14,000	117,000	-	KSA 12-6a01 et seq as amended	06-461 9/12/2006
30	Bellechase	472-84426	490130 766113	390,000	26,000	325,000	-	KSA 12-6a01 et seq as amended	06-491 9/26/2006
31	Spring Hollow Drive	472-84448	490131 766114	372,000	30,000	289,000	-	KSA 12-6a01 et seq as amended	06-510 9/26/2006
32	143rd St E; Asphalt Mat	472-83979	490132 766115	195,800	17,000	163,000	-	KSA 12-6a01 et seq as amended	04-381 7/20/2004 05-170 4/5/2005 06-063 2/14/2006
33	19th St North	472-84449	490133 766116	938,000	140,000	525,000	-	KSA 12-6a01 et seq as amended	06-501 9/26/2006 06-650 11/28/2006
34	Sunview St.	472-83626	490136 766118	133,000	92,000	35,000	-	KSA 12-6a01 et seq as amended	R-04-060 2/10/2004
35	Westlakes Courts	472-84470	490137 766119	250,000	-	192,000	-	KSA 12-6a01 et seq as amended	06-583 11/7/2006 07-333 6/5/2007
36	N-S. Alley N. Pawnee, Ida - Laura	472-84471	490138 766120	22,800	-	21,000	-	KSA 12-6a01 et seq as amended	06-584 11/7/2006
37	Stafford Street Paving	472-84476	490140 766122	368,500	-	74,000	-	KSA 12-6a01 et seq as amended	06-581 11/7/2006
38	Maize Court Paving	472-84286	490141 766123	212,000	-	17,000	-	KSA 12-6a01 et seq as amended	05-534 10/18/2005 06-401 7/25/2006 07-370 6/26/2007



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39 Pepper Ridge Street Paving 472-84263	490142 766124	275,000	-	213,000	-	KSA 12-6a01 et seq as amended	05-439 8/16/2005 07-005 1/9/2007	
40 58th Street North Paving 472-84465	490143 766125	601,000	-	35,000	-	KSA 12-6a01 et seq as amended	06-570 10/24/2006	
41 Victoria Court Paving 472-83868	490144 766126	753,000	-	255,000	-	KSA 12-6a01 et seq as amended	04-392 8/3/2004 06-599 11/14/2006 07-039 2/6/2007	
42 Rutgers St Paving 472-84043	490145 766127	591,000	-	416,000	-	KSA 12-6a01 et seq as amended	04-373 7/20/2004 05-362 7/12/2005 07-313 5/22/2007	
43 Castle Rock/Rockhill St Paving 472-84521	490146 766128	1,090,740	-	80,000	-	KSA 12-6a01 et seq as amended	07-126 2/13/2007	
44 Flutter St Paving 472-84505	490147 766129	1,060,000	-	645,000	-	KSA 12-6a01 et seq as amended	07-112 2/13/2007	
45 Onewood St Paving 472-84393	490148 766130	427,000	-	358,000	-	KSA 12-6a01 et seq as amended	06-140 3/21/2006 07-130 2/13/2007	
46 Mark Randal St Paving 472-84091	490149 766131	550,290	-	478,000	-	KSA 12-6a01 et seq as amended	04-507 9/14/2004 06-631 11/21/2006 07-398 7/10/2007	
47 44th Street South Paving 472-84527	490154 766136	668,000	-	28,000	-	KSA 12-6a01 et seq as amended	07-196 3/13/2007	



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							07-494 9/11/2007
48 Athenian Street Paving 472-84473	490155 766137	192,000	-	179,000	-	KSA 12-6a01 et seq as amended	06-539 10/17/2006 07-177 3/13/2007 07-321 5/5/2007
49 Herrington Street Paving 472-84535	490156 766138	349,000	-	24,000	-	KSA 12-6a01 et seq as amended	07-198 3/13/2007
50 Kentucky Street Paving 472-84544	490157 766139	529,000	-	30,000	-	KSA 12-6a01 et seq as amended	07-222 4/3/2007 07-557 10/16/2007
51 Woodridge Street Paving 472-84137	490161 766143	188,640	-	135,000	-	KSA 12-6a01 et seq as amended	04-651 12/7/2004 07-303 5/15/2007
52 37th St N Pavement 472-83411	490162 766144	137,500	-	105,000	-	KSA 1980 Supp 12-6a0 et seq as amended	01-318 7/24/2001
53 51st N; Meridian-Athenian 472-84545	490167 766149	334,860	-	25,000	-	KSA 12-6a01 et seq as amended	07-234 4/10/2007 07-277 5/1/2007
54 51st N; Athenian-Delaware 472-84551	490168 766150	305,250	-	24,000	-	KSA 12-6a01 et seq as amended	07-278 5/1/2007
55 Blackstone Street Paving 472-84397	490169 766151	542,000	-	32,000	-	KSA 12-6a01 et seq as amended	06-381 6/27/2006
56 Jamesburg Street Paving 472-84459	490170 766152	694,000	-	113,000	-	KSA 12-6a01 et seq as amended	06-551 10/17/2006
57 Lake Ridge Street Paving 472-84441	490171 766153	615,000	-	46,000	-	KSA 12-6a01 et seq as amended	06-451 8/22/2006



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							07-320 6/5/2007
58 Gilda & Wickham St Paving 472-84565	490173 766155	165,000	-	12,000	-	KSA 12-6a01 et seq as amended	07-338 6/5/2007 07-529 9/25/2007
59 Fawn Grove-Sunset Lakes Add'n 472-84576	490179 766161	320,000	-	23,000	-	KSA 12-6a01 et seq as amended	07-439 8/7/2007
<b>Total</b>		<b>23,830,926</b>	<b>5,140,000</b>	<b>8,399,000</b>	<b>-</b>		
<b><u>NEIGHBORHOOD IMPROVEMENTS - WATER</u></b>							
1 WDS Sycamore Pond 448-90200	470004 735331	84,000	59,000	3,000	-	KSA 12-6a01	06-343 6/6/2006
2 WDS South Broadway Gardens 448-90222	470005 735332	115,900	-	34,000	-	KSA 12-6a01	06-438 8/15/2006
3 WDS Turkey Creek 2nd 448-89963	470007 735334	117,000	30,000	47,000	-	KSA 12-6a01	04-256 5/18/2004 05-102 3/1/2005
4 WDS Bellechase 448-90205	470008 735335	104,000	41,000	43,000	-	KSA 12-6a01	06-488 9/26/2006
5 WDS Clear Creek 448-90232	470009 735336	73,000	56,000	4,000	-	KSA 12-6a01	06-508 9/26/2006
6 WDS Fox Ridge 448-90247	470012 735339	72,000	-	41,000	-	KSA 12-6a01	06-582 11/7/2006 07-329 6/5/2007
7 WDS Terradyne W. 448-90250	470013 735340	66,950	-	62,000	-	KSA 12-6a01	06-639 11/28/2006
8 WDS Terradyne W. 448-90251	470014 735341	175,000	12,000	91,000	-	KSA 12-6a01	R-06-640 11/28/2006



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9	WDS Brentwood 448-90252	470015 735342	66,000	-	56,000	-	KSA 12-6a01	06-578 11/7/2006
10	WDS Lillie 448-90116	470016 735343	82,000	-	52,000	-	KSA 12-6a01	05-532 10/18/2005 06-404 7/25/2006 07-367 6/26/2007
11	WDS Santa Fe Ind. Dist. 3rd 448-90259	470017 735344	28,000	20,000	5,000	-	KSA 12-6a01	R-06-653 12/12/2006
12	WDS Southwest Passage 448-90230	470018 735345	186,000	-	141,000	-	KSA 12-6a01	07-018 1/9/2007 07-316 6/5/2007
13	WDS Southwest Passage 448-90231	470019 735346	74,000	-	41,000	-	KSA 12-6a01	07-019 1/9/2007
14	WDS Tyler's Landing 3rd 448-90104	470020 735347	65,000	-	51,000	-	KSA 12-6a01	05-435 8/16/2005 07-001 1/9/2007
15	WDS Monarch Landing 448-90275	470021 735348	299,000	79,000	176,000	-	KSA 12-6a01	R-07-107 2/13/2007
16	WDS Northgate 448-90242	470022 735349	160,000	-	118,000	-	KSA 12-6a01	06-557 10/24/2006
17	WDS Pier 37 448-90272	470023 735350	122,000	11,000	102,000	-	KSA 12-6a01	R-07-060 2/6/2007
18	WDS Turkey Creek 2nd 448-89959	470024 735351	70,000	-	61,000	-	KSA 12-6a01	04-252 5/18/2004 05-098 3/1/2005 07-166 3/13/2007



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							07-263 4/24/2007
19 WDS Rivendale 448-89889	470025 735352	147,000	-	91,000	-	KSA 12-6a01	03-550 10/21/2003 06-597 11/14/2006
20 WDS Prairie Point 448-89974	470026 735353	87,900	-	55,000	-	KSA 12-6a01	04-368 7/20/2004 05-357 7/12/2005
21 WDS Krug South 448-90277	470027 735354	301,000	-	173,000	-	KSA 12-6a01	07-116 2/13/2007
22 WDS Fontana 3rd 448-90004	470028 735355	98,200	-	74,000	-	KSA 12-6a01	04-491 9/14/2004 06-620 11/21/2006
23 WDS Legacy 3rd 448-90279	470031 735358	54,000	-	37,000	-	KSA 12-6a01	07-190 3/13/2007
24 WDS Valencia 448-90248	470032 735359	54,000	-	46,000	-	KSA 12-6a01	06-534 10/17/2006 07-172 3/13/2007
25 WDS Willow Creek 448-90282	470033 735360	91,400	-	61,000	-	KSA 12-6a01	07-169 3/13/2007
26 WDS K-96 Business Park 448-90175	470034 735361	169,900	-	132,000	-	KSA 12-6a01	06-149 3/21/2006 07-258 4/24/2007
27 WDS Fairmont 3rd 448-90028	470037 735364	53,300	-	40,000	-	KSA 12-6a01	04-648 12/7/2004 07-302 5/15/2007



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28	WDS Blackstone 448-90185	470038 735365	115,000	-	10,000	-	KSA 12-6a01	06-375 6/27/2006
29	WDS Silverstone 448-90238	470039 735366	148,000	-	110,000	-	KSA 12-6a01	06-542 10/17/2006
30	WDS Avalon Park 3rd & 4th 448-90225	470040 735367	114,500	-	61,000	-	KSA 12-6a01	06-448 8/22/2006
31	WDS Gray's 6th Addition 448-90301	470044 735371	66,000	-	39,000	-	KSA 12-6a01	07-334 6/5/2007
32	WDS Blackstone Addition 448-90184	470045 735372	85,000	-	56,000	-	KSA 12-6a01	06-374 6/27/2006
33	WDS Hoover, N of Zoo Blvd. 448-89674	470737 735067	1,100,000	858,000	125,000	-	KSA 12-6a01	R-02-239 5/21/2002 R-06-212 5/9/2006
34	WDS West Ridge Comm 448-89546	470845 735175	42,000	-	32,000	-	KSA 12-6a01	R-01-069 2/13/2001
35	WDS Oatville 448-90072	470935 735264	145,000	-	10,000	-	KSA 12-6a01	05-302 6/7/2005
36	WDS Oak Creek/Cross Pointe 448-90066	470950 735279	548,280	291,000	6,000	-	KSA 12-6a01	R-05-235 5/3/2005 R-06-503 9/26/2006
37	WDS Unplatted Tract 448-90126	470960 735289	35,000	14,000	1,000	-	KSA 12-6a01	05-545 11/1/2005
38	WDS Falcon Falls 3rd 448-90105	470962 735291	287,000	157,000	16,000	-	KSA 12-6a01	R-05-427 8/16/2005 R-05-587 11/8/2005
39	WDS Cross Pointe 448-90083	470970 735299	86,000	26,000	27,000	-	KSA 12-6a01	R-05-333 6/28/2005



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			Renewal Money	New Money			
40 WDS Emerald Bay 448-90161	470972 735301	646,000	540,000	18,000	-	KSA 12-6a01	R-06-459 9/12/2006 R-06-035 1/24/2006
41 WDS Falcon Falls 3rd 448-90128	470986 735315	103,000	89,000	6,000	-	KSA 12-6a01	R-05-585 11/8/2005
42 WDS Clifton Cove 448-90080	470988 735317	1,100,000	640,000	20,000	-	KSA 12-6a01	R-05-608 11/15/2005 R-06-452 8/22/2006
43 WDS Clifton Cove 448-90081	470989 735318	140,000	96,000	5,000	-	KSA 12-6a01	05-609 11/15/2005
44 WDS Rainbow Lakes West 448-90195	470991 735320	91,500	13,000	65,000	-	KSA 12-6a01	06-215 5/9/2006
45 WDS Fairmont 448-90093	470998 735327	94,000	55,000	14,000	-	KSA 12-6a01	R-05-416 8/9/2005 R-06-419 8/8/2006
<b>Total</b>		<b>7,962,830</b>	<b>3,087,000</b>	<b>2,458,000</b>	<b>-</b>		
<b><u>NEIGHBORHOOD IMPROVEMENTS - SANITARY SEWERS</u></b>							
1 North Area Sanitary Sewer-Water Sewer 468-83682	480697 744009	3,052,500	2,750,000	285,000	-	KSA 12-6a01	R-03-563 10/21/2003
2 Lat 109, SS#23 468-83876	480776 744088	1,325,000	20,000	11,000	-	KSA 12-6a01	R-04-462 9/14/2004 R-06-396 7/18/2006
3 Lat 5, Main 22, SWI 468-83980	480801 744113	170,000	11,000	-	-	KSA 12-6a01	R-05-193 4/5/2005
4 M22, SWI 468-83861	480828 744140	2,000,000	193,000	497,000	-	KSA 12-6a01	04-475 9/14/2004



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							06-429 8/15/2006 06-525 10/17/2006 07-585 10/16/2007
5 M4, NWI 468-83889	480837 744149	3,600,000	2,587,000	62,000	-	KSA 12-6a01	R-05-485 10/4/2005
6 Lateral 5, Main 16, FMC 468-84044	480855 744167	130,000	45,000	46,000	-	KSA 12-6a01	R-05-336 6/28/2005
7 Main 23, SWI 468-84141	480857 744169	1,386,000	904,000	95,000	-	KSA 12-6a01	R-06-039 1/24/2006
8 Lateral 1, Main 23, SWI 468-84139	480858 744170	997,000	866,000	61,000	-	KSA 12-6a01	R-06-037 1/24/2006 R-06-211 5/9/2006 R-06-410 8/1/2006
9 Lift Station, Main 1 BSS 468-84022	480859 744171	575,000	290,000	201,000	-	KSA 12-6a01	R-05-603 11/15/2005 R-06-586 11/7/2006
10 Lateral 1, Main 16, SS#23 *MBF*468-84149	480860 744172	730,000	41,000	6,000	-	KSA 12-6a01	R-06-051 2/27/2006
11 Lateral 39, Main 1 CIS (MBF) 468-84168	480868 744180	184,500	16,000	124,000	-	KSA 12-6a01	R-06-154 3/28/2006
12 Lateral 396, FMC 468-84182	480872 744184	260,000	212,000	26,000	-	KSA 12-6a01	R-06-184 4/18/2006 R-06-506 9/26/2006
13 Lateral 344, FMC 468-83584	480879 744191	96,000	75,000	1,000	-	KSA 12-6a01	R-03-095 2/11/2003 R-06-372



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Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u> <u>2/7/2008</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			6/27/2006
14 Main 19, FMCS, 468-84127	480882 744194	1,319,000	193,000	770,000	-	KSA 12-6a01	06-456 8/22/2006 07-283 5/1/2007
15 Main 20, FMCS, 468-84206	480883 744195	749,000	169,000	471,000	-	KSA 12-6a01	06-427 8/15/2006
16 Lat 3, Main 6, CIS 468-83820	480885 744197	214,000	145,000	10,000	-	KSA 12-6a01	04-260 5/18/2004 05-106 3/1/2005
17 Lat 398, FMCS, 468-84203	480886 744198	252,000	169,000	9,000	-	KSA 12-6a01	06-489 9/26/2006
18 Lat 400, FMCS, 468-84231	480887 744199	160,000	101,000	7,000	-	KSA 12-6a01	06-509 9/26/2006
19 Main 8, CIS, 468-84128	480889 744201	97,000	29,000	1,000	-	KSA 12-6a01	06-076 2/14/2006
20 Lat 7, Main 15, SS # 23, 468-84258	480890 744202	115,000	78,000	7,000	-	KSA 12-6a01	06-536 10/17/2006 07-174 3/13/2007
21 Lat 402, FMCS, 468-84261	480891 744203	200,000	17,000	135,000	-	KSA 12-6a01	06-641 11/28/2006
22 Main 22, FMC 468-84262	480892 744204	259,000	18,000	161,000	-	KSA 12-6a01	06-579 11/7/2006
23 Lat 1, Main 22, CIS 468-84263	480893 744205	102,000	-	95,000	-	KSA 12-6a01	06-580 11/7/2006 07-232 4/10/2007 07-268 5/1/2007



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Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
24 Lat 38, Main 1, CIS 468-84081	480894 744206	122,000	-	80,000	-	KSA 12-6a01	05-533 10/18/2005 06-402 7/25/2006 07-368 6/26/2007 07-406 7/17/2007
25 Lat V, SS#8, 468-84281	480895 744207	28,000	16,000	1,000	-	KSA 12-6a01	06-654 12/12/2006
26 Lat 12, Main 6, CIS 468-84228	480897 744209	169,000	-	145,000	-	KSA 12-6a01	07-021 1/9/2007 07-350 6/12/2007
27 Lat 25, main 19, SWI 468-84064	480898 744210	390,000	-	210,000	-	KSA 12-6a01	05-437 8/16/2005 07-003 1/9/2007
28 Main 23, FMC 468-84316	480899 744211	203,000	-	143,000	-	KSA 12-6a01	07-108 2/13/2007
29 Lat 1, Main 23, FMC 468-84317	480900 744212	645,000	96,000	482,000	-	KSA 12-6a01	07-109 2/13/2007
30 Lat 2, Main 15, SS23 468-84248	480901 744213	433,000	-	319,000	-	KSA 12-6a01	06-562 10/24/2006 07-270 5/1/2007
31 Lat 518, SWI 468-84303	480902 744214	238,000	14,000	183,000	-	KSA 12-6a01	07-061 2/6/2007 07-217 4/3/2007
32 Lat 95, Main 1, SWI 468-83715	480903 744215	393,000	-	279,000	-	KSA 12-6a01	03-553 10/21/2003



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			Renewal Money	New Money			2/7/2008
							06-598 11/14/2006
33 Lat 1, Main 19, FMC 468-84146	480904 744216	635,000	-	589,000	-	KSA 12-6a01	06-070 2/14/2006 07-218 4/3/2007 07-257 4/24/2007 07-284 5/1/2007
34 Lat 3, Main 7, NWI 468-83809	480905 744217	54,000	-	92,000	-	KSA 12-6a01	04-370 7/20/2004 05-360 7/12/2005
35 Lat 7, Main 14, FMC 468-84321	480906 744218	936,000	-	728,000	-	KSA 12-6a01	07-118 2/13/2007
36 Lat 10, Main 7, NWI 468-83882	480907 744219	130,000	-	77,000	-	KSA 12-6a01	04-497 9/14/2004 06-622 11/21/2006
37 Lat 2, Main 7, CIS 468-84310	480912 744224	183,800	-	13,000	-	KSA 12-6a01	07-059 2/6/2007
38 Lat, Main 7, CIS 468-84025	480913 744225	305,000	-	22,000	-	KSA 12-6a01	07-040 2/6/2007
39 Lat 521, SWI 468-84329	480914 744226	74,000	-	72,000	-	KSA 12-6a01	07-194 3/13/2007
40 Lat 15, Main 7, SWI 468-84332	480915 744227	29,000	-	21,000	-	KSA 12-6a01	07-157 3/6/2007
41 Lat 404, FMC 468-84338	480916 744228	264,000	-	202,000	-	KSA 12-6a01	07-170 3/13/2007
42 Lat 14, Main 4, NWI 468-84343	480918 744230	169,000	-	98,000	-	KSA 12-6a01	07-221 4/3/2007



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			Renewal Money	New Money			
							07-405 7/17/2007
43 Lat 7, Main 4, NWI 468-84170	480920 744232	643,500	-	121,000	-	KSA 12-6a01	06-378 6/27/2006 06-379 6/27/2006 07-230 4/10/2007 07-404 7/17/2007
44 Lat 10, Main 4, NWI 468-84243	480921 744233	342,000	-	305,000	-	KSA 12-6a01	06-546 10/17/2006
45 Lat 15, Main 4, NWI 468-84345	480922 744234	146,000	-	113,000	-	KSA 12-6a01	07-229 4/10/2007
46 Main 21, FMC 468-84240	480923 744235	2,600,000	-	62,000	-	KSA 12-6a01	07-260 4/24/2007
47 Lat 26, Main 19, SWI 468-84216	480925 744237	312,500	-	249,000	-	KSA 12-6a01	06-449 8/22/2006 07-318 6/5/2007
48 Lat 2, Main 3, Boeing Sewer 468-84340	480926 744238	350,410	-	24,000	-	KSA 12-6a01	07-184 3/13/2007
49 Lat 523, SWI 468-84360	480928 744240	37,000	-	32,000	-	KSA 12-6a01	07-336 6/5/2007 07-477 8/14/2007
50 Lateral 406 FMC 468-84383	480930 744242	110,000	-	13,000	-	KSA 12-6a01	07-438 8/7/2007
51 Lateral 407, FMC 468-84391	480932 744244	65,000	-	17,000	-	KSA 12-6a01	07-476 8/14/2007
52 Lateral 4, Main 18, FMC 468-84357	480933 744245	133,000	-	11,000	-	KSA 12-6a01	07-361 6/19/2007



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			Renewal Money	New Money			
	<b>Total</b>	<b>22,349,000</b>	<b>9,055,000</b>	<b>7,784,000</b>	<b>-</b>		
<b><u>NEIGHBORHOOD IMPROVEMENTS - STORM SEWERS</u></b>							
1 SWD 254 468-83978	485294 751403	234,000	192,000	4,000	-	KSA 12-6a01	R-05-142 3/22/2005
2 SWD 255 468-83979	485299 751408	148,000	110,000	3,000	-	KSA 12-6a01	R-05-143 3/22/2005
3 SWD 236 468-83883	485302 751411	678,408	485,000	35,000	-	KSA 12-6a01	R-04-498 9/14/2004 R-05-619 11/22/2005
4 SWD 272 468-84047	485306 751415	703,000	-	40,000	-	KSA 12-6a01	05-339 6/28/2005
5 SWD 269 468-84024	485312 751421	659,000	499,000	93,000	-	KSA 12-6a01	05-605 11/15/2005 06-363 6/20/2006
6 Waterman SWD 468-84167	485313 751422	7,325,000	-	2,670,000	424,400	KSA 13-1024c CO 156	06-223 5/16/2006 07-055 2/6/2007
7 SWD 294 468-84183	485314 751423	568,000	295,000	203,000	-	KSA 12-6a01	06-185 4/18/2006 06-666 12/19/2006
8 SWD 295 468-84193	485318 751427	894,000	461,000	47,000	-	KSA 12-6a01	06-347 6/6/2006
9 SWD Harry/Mead 468-84219	485320 776572	211,384	16,000	154,000	-	KSA 13-1024c CO 156	06-480 9/19/2006



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			Renewal Money	New Money			
10 SWD 297 468-84204	485-321 751320	202,000	127,000	12,000	-	KSA 12-6a01	06-490 9/26/2006
11 SWD 290 468-84151	485322 751431	531,240	-	475,000	-	KSA 12-6a01	06-055 2/14/2006 07-156 3/6/2007 07-330 6/5/2007
12 SWD 298 468-84208	485323 751432	340,000	-	92,000	-	KSA 12-6a01	06-403 7/25/2006 07-369 6/26/2007
13 SWD 623 468-84282	482324 751433	40,000	32,000	4,000	-	KSA 12-6a01	06-655 12/12/2006
14 SWD 301 468-84230	485325 785082	158,000	26,000	118,000	-	KSA 12-6a01	07-022 1/9/2007 07-269 5/1/2007
15 SWD 311 468-84260	485326 751435	245,000	18,000	184,000	-	KSA 12-6a01	06-538 10/17/2006 07-176 3/13/2007
16 SWS 626 468-84298	485327 751436	338,000	-	295,000	-	KSA 12-6a01	07-004 1/9/2007
17 SWD 308 468-84254	485328 751437	930,000	-	389,000	-	KSA 12-6a01	06-568 10/24/2006 07-312 5/22/2007
18 SWD 318 468-84323	485330 751439	400,000	-	227,000	-	KSA 12-6a01	07-120 2/13/2007
19 SWD 320 468-84327	485331 751440	387,000	-	150,000	-	KSA 12-6a01	07-124 2/13/2007



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Description Of Project	Project / Index Number	Preliminary Estimate	<u>Amount Required</u> <u>2/7/2008</u>		Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
			Renewal Money	New Money			
							07-305 5/15/2007
20 SWD 628 468-84325	485332 751441	534,000	-	287,000	-	KSA 12-6a01	07-122 2/13/2007 07-304 5/15/2007
21 SWD 317 468-84318	485333 751442	286,000	-	259,000	-	KSA 12-6a01	07-110 2/13/2007
22 SWD 627 468-84319	485334 751443	529,000	-	385,000	-	KSA 12-6a01	07-111 2/13/2007
23 SWD 315 468-84302	485335 751444	828,000	-	439,000	-	KSA 12-6a01	07-144 2/27/2007 07-183 3/13/2007 07-247 4/17/2007
24 SWD 307 468-84253	485336 751445	617,000	-	617,000	-	KSA 12-6a01	06-567 10/24/2006 07-163 3/13/2007
25 SWS 630 468-84335	485337 751446	150,000	-	23,000	-	KSA 12-6a01	07-161 3/6/2007
26 SWD 323 468-84330	485338 751447	390,000	-	26,000	-	KSA 12-6a01	07-195 3/13/2007
27 SWD 322 468-84339	485339 751448	371,000	-	159,000	-	KSA 12-6a01	07-171 3/13/2007
28 SWD 342 468-84353	485342 751451	1,450,000	-	73,000	-	KSA 12-6a01	07-288 5/8/2007 07-450 8/7/2007
<b>Total</b>		<b>20,147,032</b>	<b>2,261,000</b>	<b>7,463,000</b>	<b>424,400</b>		



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			<u>Amount Required</u>		<u>2/7/2008</u>			
Description Of Project		Project / Index Number	Preliminary Estimate	Renewal Money	New Money	Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
<u>FACADE IMPROVEMENTS</u>								
1	Facade @ 820 & 900 E. 2nd	491017 766016	600,000	567,000	10,000	10,000	KSA 12-6a01	R-05-506 10/18/2005
2	Façade @ 105 S. Broadway 472-84411	491020 766019	500,000	392,234	70,366	-	KSA 12-6a01 et seq as amended	R-06-222 5/16/2002
Total			1,100,000	959,234	80,366	10,000		
Grand Total Series 220			<u>434,345,042</u>	<u>24,733,000</u>	<u>53,147,000</u>	<u>21,398,900</u>		



**FINAL**  
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		<u>Amount Required</u>		<u>2/7/2008</u>				
Description Of Project		Project / Index Number	Preliminary Estimate	Renewal Money	New Money	Cash	Statutory Reference	Authorizing Res./Ord. No. and Adoption Date
<b><u>BRIDGES</u></b>								
1	Water Walk - Parking	435352 792423	36,800,000	-	5,300,000	-	KSA 13-1024c CO 156	02-402 9/10/2002 04-534 9/21/2004 06-367 6/20/2006 47-062 6/27/2006
		715232						
<b><u>PUBLIC IMPROVEMENTS</u></b>								
1	Douglas and Hillside Redevelopment	435425 792494	4,950,000	-	2,715,000	-	KSA 12-1770	06-342 6/6/2006 47-098 8/13/2006 06-705 12/19/2006 47-342 2/13/2007 47-356 2/13/2007
<b><u>Grand Total Series 223</u></b>			<b><u>41,750,000</u></b>	<b><u>-</u></b>	<b><u>8,015,000</u></b>	<b><u>-</u></b>		



## Winter 2008 Debt Service Cash List

<u>Description Of Project</u>	<u>Project</u>	<u>OCA</u>	<u>Cash</u>
1 George Washington Blvd & Mt. Vernon	200246	706792	11,300
2 2001 Arterial Design Program	201276	706811	11,400
3 29th St.; Rock - Webb 472-83519	202307	706841	21,700
4 Central, Maize - Tyler 472-83659	203314	706848	6,700
5 Harry, Oliver-Woodlawn 472-83685	203318	706852	23,300
6 Central, Oliver-Woodlawn 472-83754	203328	706862	3,500
7 Min, Douglas-Murdock 472-83811	203330	706864	21,200
8 McCormick Realignment 472-83831	203332	706866	525,000
9 Hillside, Kellogg-Central 472-83862	204333	706867	838,400
10 Pawnee, Washington-Hydraulic 472-83858	204335	706869	281,000
11 Central, Oliver-Woodlawn 472-83873	204337	706871	234,900
12 Rock, 21st-29th 472-83889	204340	706874	37,000
13 119th St. West, 17th-21st 472-83890	204341	706875	23,500
14 Hydraulic, 57th-47th 472-83902	204343	706877	67,700
15 West St: Maple-Central 472-83979	204356	706890	626,000
16 Pawnee: 119th-Maize-D 472-84005	204357	706891	48,100
17 Pawnee: Meridian-Seneca-D 472-84012	204359	706893	18,000
18 MacArthur: Meridian-Seneca Imp.-D 472-83996	204362	706896	6,200
19 Central: 135th W.-119th W. Imp.-D 472-84017	204364	706898	11,900
20 Harry: K-42 Meridian Imp. 472-84001	204366	706900	129,000
21 29th: 119th W.-Maize Imp. D-472-83982	204367	706901	10,000
22 Pawnee-McLean Intrsctn. Imp. 472-84007	204372	706906	275,000
23 04/05 Traffic Signal Prg. 472-83991	204377	706911	56,100
24 29th St Imp Tyler-Ridge 472-83903	204380	706914	422,000
25 2005 Arterial Sidewlk/WCR prf 472-84142	205381	706915	151,800
26 Tyler/Yosemite Inter. 472-84185	205385	706919	93,000
27 37th St. N. Tyler-Ridge 472-84186	205386	706920	986,000
28 Hydraulic, 63rd S. -57th S. 472-84118	205388	706922	590,200
29 21st; Oliver-Woodlawn 472-84235	205389	706923	37,600
30 Maize/Westport Intersect. 472-84244	205390	706924	12,800
31 13th/Broadway Intrsct. Imp. 472-84178	205391	706925	433,600
32 2005 Arterial St. Rehab. 472-84158	205392	706926	105,800
33 Ridge/Maple Intrsct. Imp. 472-84258	205393	706927	308,000
34 Greenwich: 13th-27th N. 472-84274	205395	706929	180,000
35 Boys & Girls Club Imp. 472-84282	205396	706930	224,000
36 Pawnee, Palisade-Water 472-84283	205398	706932	600,000
37 13th, I-135-Woodlawn 472-84320	205399	706933	64,300
38 21st/Broadway Intrsctn 472-84295	205400	706934	33,400
39 47th St. S. Meridian-Seneca 472-84296	205401	706935	37,000
40 55th St. S./Broadway Intrsctn 472-84306	205402	706936	7,600
41 119th St. W. Kellogg-Maple 472-84306	205403	706937	16,700
42 135th St. W. Maple-Central 472-84308	205404	706938	39,800
43 151st. St. W. Kellogg-Maple 472-84318	205405	706939	38,000
44 Central/Tyler Intrsctn 472-84311	205406	706940	33,400
45 Greenwich, Harry-Kellogg 472-84301	205407	706941	29,800
46 Hydraulic, Harry-Kellogg 472-84310	205408	706942	4,600
47 Lincoln St Imp Hillside-Oliver 472-84307	205409	706943	10,400
48 Meridian, 47th St. S.-31st St. S. 472-84302	205410	706944	39,000
49 Mt. Vernon, Broadway-Ark River 472-84289	205412	706946	14,900
50 Pawnee, K-15-Hillside 472-84303	205413	706947	17,400
51 Woodlawn, Lincoln-Kellogg 472-84304	205414	706948	18,000
52 Ark River Bike Path, Galena-GWB 472-84319	205415	706949	53,900



53 Central/Oliver intrsct. 472-84362	206416	706950	151,200
54 Pawnee: Maize-119th St. W. 472-84357	206417	706951	179,200
55 MacArthur: Meridian-Seneca 472-84358	206418	706952	49,200
56 17th St. N. Broadway - I-135 472-84392	206419	706953	120,700
57 21st St., K-96 to 19th St. E.	206420	706954	11,000
58 Greenwich, 26th-29th 472-84415	206421	706955	300,000
59 2006 Arterial Street Rehab 472-84429	206423	706957	296,100
60 Pawnee; Meridian - Seneca 472-84356	206424	706958	253,500
61 Greenwich Rd, Central-13th (Design) 472-84435	206425	706959	58,300
62 Greenwich; Central to 13th 472-84435	208220	706663	48,800
63 29th, Oliver - Woodlawn 472-82996	208229	706754	17,800
64 Harry, Webb - Greenwich 472-83091	209232	706771	14,600
65 Murdock Bridge@Little Ark River 472-83895	244114	715698	3,500
66 Oliver Bridge@Gyp Crk 472-84184	245119	715703	43,600
67 13th St. Bridge@ LAR 472-84314	245121	715705	45,100
68 21st St. Overpass, Broadway-I-135	245122	715706	13,200
69 11th St. Bridge@Drn Canal 472-84396	246126	715710	349,000
70 Pawnee Bridge at Dry Creek (Design) 472-83045	248096	715664	2,900
71 Northeast Baseball Complex	435322	792352	24,000
72 Homeland Defense Readiness Center	435349	792379	10,000
73 Water Walk - Eastbank Development	435352	792458	780,000
74 Century II - Bleacher Seats	435353	792383	2,000
75 Police Property & Evidence Relocation	435376	792406	1,100
76 Animal Shelter Build.	435377	792407	40,000
77 City Facilities ADA Compliance	435379	792409	5,300
78 Kansas Aviation Museum Phase 2 - 472-84455	435389	792419	25,000
79 City Hall Security/Landscape	435390	792420	194,000
80 City Hall Garage Repairs	435392	792427	185,000
81 CMP Expansion	435405	792455	1,000
82 City Hall 1st Floor Remodel	435407	792459	17,000
83 Facilities Space Utilization	435408	792460	237,000
84 Arena Neighborhood Redev.	435409	792461	64,000
85 Police Mobile Radios	435410	792462	11,000
86 CIP Planned Savings	435411	792463	73,000
87 Indian Center Remodel	435414	792482	1,000
88 Park land Purchase	435415	792483	18,000
89 International Marketplace Dist.	435417	792485	216,000
90 Fire Training Grounds Imp.	435419	792487	1,268,000
91 Fire Station 20 - Pawnee & Greenwich	435420	792489	73,000
92 Aviation Training School	436603	793006	1,594,000
93 Fire Apparatus Replacement	436604	793007	517,000
94 Bomb Range Reloc./Imp.	436605	793008	275,000
95 Fire Apparatus 2007-08	436607	793010	3,008,000
96 Central Riverside Park Imp/Mod	390148	785016	48,000
97 Skate Park	392159	785027	3,000
98 2004 Park Facilities Renov.	394174	785042	2,000
99 2004 Park - Paths/Sidewalks	394175	785143	7,500
100 Park - S. Arkansas River Park '05 Design	395179	785047	239,000
101 Park 05 - Parking lots/entry drives	395180	785048	12,000
102 Park 05 - Lighting	395182	785050	7,000
103 Park 05 - Paths/Sidewalks	395183	785051	1,000
104 Park 05 - Facilities Renov.	395184	785052	2,000
105 Park 05 - Grove Park Ph II	395185	785053	6,000
106 Park 05/06 - Athletic Courts	395186	785054	121,000
107 Park 05 - Schweiter Park	395188	785056	190,000
108 Park 05-06 Playgrounds	395190	785058	306,000
109 Park 05 - Century II Stage/Equip. Ren/Rplcm	395196	785064	7,000



110 Park 05/06 - Plainview Park Football Field	395197	785065	41,000
111 Park 05 - Ice Center Facility Renovat.	395200	785068	11,000
112 Park 05 - Irrigation Sys Rplc/Upgrd	395203	785071	131,000
113 Pathways/Sidewalks Schell Park	396189	785057	35,000
114 Park 06 Park Facilities Renovation	396192	785060	123,000
115 Park 06 -Swimming Pool Imp.	396199	785067	18,000
116 Park 06 - Land Accq. 5220 S. Meridian	396201	785069	1,000
117 Park 06 - Parking Lots/Entry Drives	396202	785070	31,000
118 Park 06 - Lighting	396204	785072	2,000
119 Restoration of Sim Park Memorial Entry	396205	785073	40,000
120 Park 06 - Wichita Ice Center	396207	785075	10,000
121 Park 06- Master Planning & Devel.	396209	785077	10,500
122 Park 07 - Athletic Court Repair	396210	785078	177,000
123 Park 07 - Swimming Pool Imp.	397213	785082	13,500
124 Row Acquisition Cowskin Creek Improvement	864002	660792	882,000
125 Waterman SWD 468-84167	485313	751422	424,400
126 Facade @ 820 & 900 E. 2nd	491017	766016	10,000

21,398,900



SCHEDULE I

**CITY OF WICHITA, KANSAS**  
GENERAL OBLIGATION BONDS, SERIES 792  
CAPITAL IMPROVEMENTS

	PROJECT DESCRIPTION	STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
	<b>WATER</b>			
1 448-89746 470-897 735227	WDS Liberty 2nd and Copper Gate Estates, etc.	\$ 297,800	\$ 119,120	\$ -
2 448-89829 470-990 735319	WDS Highland Springs 3rd Addition	70,300	70,300	-
3 448-89933 470-983 735312	WDS Krug North and Krug North 2nd Additions	102,900	61,740	-
4 448-90005 470-984 735313	WDS East Side Community Church 2nd Addition	61,200	36,720	-
5 448-90015 470-996 735325	WDS Copper Gate North Addition	79,100	79,100	-
6 448-90113 470-967 735296	WDS Casa Bella & Tara Falls 3rd Additions	98,000	98,000	-
7 448-90122 470-987 735316	WDS Auburn Hills 16th Addition	180,100	158,560	-
8 448-90138 470-003 735330	WDS Auburn Hills Commercial 4th Addition	25,300	25,300	-
9 448-90142 470-963 735292	WDS Country Hollow Addition	104,600	104,600	-
10 448-90154 470-968 735297	WDS Country Hollow Addition	67,900	53,641	-
11 448-90166 470-971 735300	WDS Whispering Lakes Estates Addition	69,500	69,500	-
12 448-90188 470-006 735333	WDS Harrison Park 3rd Addition	32,500	32,500	-
13 448-90192 470-992 735321	WDS Crestlake Addition	113,600	113,600	-



SCHEDULE I

PROJECT DESCRIPTION		STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
14 448-90194 470-993 735322	WDS Fawn Grove at Sunset Lakes Addition	\$ 35,500	\$ 35,500	\$ -
15 448-90203 470-002 735329	WDS Sierra Hills Addition	63,000	63,000	-
16 448-90234 470-011 735338	WDS Oak Creek 2nd & 3rd Additions	74,900	74,900	-
<b>SUBTOTAL WATER PROJECTS</b>		<b>1,476,200</b>	<b>1,196,081</b>	<b>-</b>
<b>SANITARY SEWER</b>				
1 468-83636 480-871 744183	Lateral 39, Cowskin Interceptor Sewer	161,700	161,700	-
2 468-83874 480-875 744187	Lateral 7, Main 12, Four Mile Creek Sewer	99,000	99,000	-
3 468-83953 480-795 744107	Lateral 506, Southwest Interceptor Sewer	29,000	29,000	-
4 468-83974 480-876 744188	Lateral 5, Main 4, Northwest Interceptor Sewer	122,600	122,600	-
5 468-84026 480-819 744131	Main 18, Four Mile Creek Sewer	563,900	281,950	-
6 468-84033 480-820 744132	Lateral 1, Main 18, Four Mile Creek Sewer	368,800	368,800	-
7 468-84061 480-845 744157	Lateral 149, Main 4, Sanitary Sewer #23	19,900	19,900	-
8 468-84090 480-870 744182	Lateral 50, Cowskin Interceptor Sewer	333,700	333,700	-
9 468-84102 480-850 744162	Lateral 386, Four Mile Creek Sewer	108,400	108,400	-
10 468-84104 480-851 744163	Lateral 388, Four Mile Creek Sewer	282,200	282,200	-



SCHEDULE I

PROJECT DESCRIPTION			STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
11	468-84110 480-846 744158	Lateral 22, Main 13, Southwest Interceptor Sewer	\$ 16,400	\$ 16,400	\$ -
12	468-84185 480-873 744185	Lateral 397, Four Mile Creek Sewer	78,400	78,400	-
13	468-84191 480-881 744193	Lateral 58, Main 3, Southwest Interceptor Sewer	238,200	238,200	-
14	468-84207 480-880 744192	Lateral 4, Main 20, Southwest Interceptor Sewer	69,700	69,700	-
15	468-84232 480-884 744196	Lateral 401, Four Mile Creek Sewer	17,700	17,700	-
<b>SUBTOTAL SANITARY SEWER PROJECTS</b>			<b>2,509,600</b>	<b>2,227,650</b>	<b>-</b>

**STORM SEWER**

1	468-83319 485-301 751410	Storm Water Drain #179	109,600	109,600	-
2	468-84073 485-305 751414	Storm Water Drain #276	688,200	688,200	-
3	468-84079 485-319 751428	Storm Water Drain #277	127,400	127,400	-
4	468-84099 485-311 751420	Storm Water Sewer #618	99,700	99,700	-
5	468-84108 485-317 751426	Storm Water Drain #279	282,600	282,600	-
6	468-84113 485-304 751413	Storm Water Drain #280	594,600	594,600	-
7	468-84143 485-307 751416	Storm Water Drain #288	421,300	421,300	-
8	468-84196 485-316 751423	Storm Water Drain #296	84,000	84,000	-



SCHEDULE I

PROJECT DESCRIPTION		STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
9 468-83750 485-265 751374	Storm Water Drain #224	\$ 306,300	\$ 306,300	\$ -
<b>SUBTOTAL STORM WATER SEWER PROJECTS</b>		<b>2,713,700</b>	<b>2,713,700</b>	<b>-</b>
<b>PAVING</b>				
1 472-83430 490-084 765969	Triple Crown, Mustang, etc.	581,100	581,100	-
2 472-83719 490-093 765978	Zimmerly and sidewalk	138,000	138,000	-
3 472-83780 490-108 765991	Thoroughbred, Hardtner, Kentucky Lane, Binter Circle	360,500	360,500	-
4 472-83805 490-101 765984	Hollywood, 35th Street South	376,000	376,000	-
5 472-83881 490-102 765985	Forestview, Alderny, etc.	595,800	595,800	-
6 472-83891 490-957 765846	Mosley Cul-de-sac	40,100	30,476	9,624
7 472-83941 490-963 765852	37th Street North	263,400	263,400	-
8 472-84029 490-098 765983	Jewell, Upland Hills, Grant	473,700	473,700	-
9 472-84060 490-097 765982	City View, Burton, Texas Circle	397,000	397,000	-
10 472-84141 490-042 765929	Frontage Road along south side of Kellogg	56,100	56,100	-
11 472-84201 490-052 765939	Village Circle	676,700	676,700	-
12 472-84250 490-105 765988	24th Street North, Quincy, etc.	364,300	364,300	-



SCHEDULE I

PROJECT DESCRIPTION		STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
13	472-84255 Facade @ 919 E. Douglas 491-016 766015	\$ 52,000	\$ 39,000	\$ 13,000
14	472-84328 Peckham/Laguna/Sierra Hills, etc. 490-089 765974	446,300	446,300	-
15	472-84350 Gilbert 490-092 765977	227,000	227,000	-
16	472-84363 Nevada Circle 490-104 765987	92,400	92,400	-
17	472-84367 Rosewood, Brookhaven, Hazel Nut 490-095 765980	279,800	279,800	-
18	472-84384 Churchill & Churchill Court 490-103 765986	414,200	414,200	-
19	472-84408 Fawn Grove 490-112 765995	233,900	233,900	-
SUBTOTAL PAVING PROJECTS		6,068,300	6,045,676	22,624
TOTAL		\$ 12,767,800	\$ 12,183,107	\$ 22,624
TOTAL COST		\$12,767,800.00		
CASH PAID TO CITY TREASURER		242,644.44		
CASH PAID TO MAIN BENEFIT FEE		1,030.00		
PAID BY CITY AT LARGE		22,624.00		
MAIN BENEFIT FEE		74,911.30		
TRANSFER FROM WATER/SEWER UTILITY		562,069.00		
LESS: AMOUNT ANTICIPATED TO BE PAID		4,521.26		
TOTAL AMOUNT FOR BOND SERIES 792		\$11,860,000.00		



SCHEDULE I

CITY OF WICHITA, KANSAS  
GENERAL OBLIGATION BONDS, SERIES 792A  
CAPITAL IMPROVEMENTS

PROJECT DESCRIPTION		STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
<b>WATER</b>				
1 448-89996 470-995 735324	WDS Hawthorne 3rd Addition	\$ 87,800.00	\$ 87,800.00	\$ -
2 448-90162 470-973 735302	WDS Emerald Bay Estates	125,400.00	125,400.00	-
<b>SUBTOTAL WATER PROJECTS</b>		<b>213,200.00</b>	<b>213,200.00</b>	<b>-</b>
<b>SANITARY SEWER</b>				
1 468-83673 480-874 744186	Lateral 84, Main 22, War Industries Sewer	69,600.00	69,600.00	-
2 468-84052 480-878 744190	Lateral 4, Main 11, Four Mile Creek Sewer	91,100.00	91,100.00	-
3 468-84202 480-877 744189	Lateral 3, Main 6, Northwest Interceptor Sewer (Part D)	263,900.00	263,900.00	-
<b>SUBTOTAL SANITARY SEWER PROJECTS</b>		<b>424,600.00</b>	<b>424,600.00</b>	<b>-</b>
<b>STORM SEWER</b>				
1 468-83997 485-315 751424	Storm Water Drain #263	254,000.00	254,000.00	-
2 468-84067 485-303 751412	Storm Water Drain #275	1,063,700.00	1,063,700.00	-
<b>SUBTOTAL STORM WATER SEWER PROJECTS</b>		<b>1,317,700.00</b>	<b>1,317,700.00</b>	<b>-</b>
<b>PAVING</b>				
1 472-83718 490-106 765989	Zimmerly & Zimmerly Court	311,800.00	311,800.00	-
2 472-83817 490-114 765997	Paddock Green Circle	169,000.00	169,000.00	-
3 472-84086 490-091 765976	Covington, Shefford, etc.	965,000.00	965,000.00	-



SCHEDULE I

PROJECT DESCRIPTION	STATEMENT OF COST	CHARGEABLE TO BENEFIT DISTRICT	CHARGEABLE TO CITY AT LARGE
SUBTOTAL PAVING PROJECTS	\$ 1,445,800.00	\$ 1,445,800.00	\$ -
TOTAL	\$ 3,401,300.00	\$ 3,401,300.00	\$ -
TOTAL COST	\$ 3,401,300.00		
CASH PAID TO CITY TREASURER	8,970.30		
CASH PAID TO MAIN BENEFIT FEE	-		
PAID BY CITY AT LARGE	-		
MAIN BENEFIT FEE	-		
TRANSFER FROM WATER/SEWER UTILITY	-		
LESS: AMOUNT ANTICIPATED TO BE PAID	2,329.70		
TOTAL AMOUNT FOR BOND SERIES 792A	\$ 3,390,000.00		











**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** General Obligation Bond and Note Sale

**INITIATED BY:** Finance Department

**AGENDA:** New Business

**Recommendation:** Approve the bids.

**Background:** The City is offering for sale two series of general obligation temporary notes totaling \$85,895,000 (Series 222 and 223) and two series of general obligation bonds (Series 792 and 792A) in an amount not to exceed \$15,250,000 for the purpose of providing permanent financing for capital improvement projects of the City.

**Analysis:** The proceeds from the sale of the Series 222 and 223 Improvement and Renewal Notes will be used to provide interim financing for City-at-large, improvement district projects and improvements located within the East Bank Tax Increment Financing District and the ~~Central~~ **DOUGLAS** and Hillside Tax Increment Financing District. Due to the nature of the improvements located within the East Bank Tax Increment Financing District and the Douglas and Hillside Tax Increment Financing District, the Series 223 Renewal Notes are taxable under Federal law. The proceeds from the sale of the Series 792 and 792A Bonds will be used to permanently finance neighborhood improvements located in special improvement districts.

Sealed bids will be accepted electronically through Ipreo/**PARITY** Electronic Bid Submission System until 10:30 a.m. CST in the Finance Conference Room, at which time the bids will be publicly opened. No bids will be accepted after the 10:30 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. By law, the City must award the sale of the bonds and notes to the bidder whose proposed interest rates result in the lowest true interest rate.

**Financial Considerations:** The Series 222 and 223 Temporary Notes will mature August 19, 2008, and will be retired using cash, the proceeds of both permanent financing bonds and renewal notes issued at that time. The Series 792 Bonds will mature serially over fifteen years and will be paid from special assessments that are levied against benefited property. The Series 792A Bonds will mature serially over twenty years and will be paid from special assessments that are levied against benefited property. The Series 792 Bonds will be callable in 2015 and the Series 792A Bonds will be callable in 2018 with a 1% call premium, in accordance with the City's debt management policy.

**Goal Impact:** This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City's debt obligations through competitive sale.



**Legal Considerations:** Bond Counsel will review and approve the bids and the Law Department will approve the authorizing Ordinances and Resolutions which have been prepared by Bond Counsel.

**Recommendations/Actions:** It is recommended that the City Council: (1) direct the opening and reading of the bids; (2) award the sale of the Bonds and Temporary Notes; and (3) find and declare, upon the request of the Mayor, that a public emergency exists, requiring the final passage of the Bond and Note Ordinances on the date of their introduction, adopt the Bond and Note Ordinances and Resolutions and authorize the publication of the Bond and Note Ordinances.

**Attachments:** For each bond and note series:      Request for Declaration of Emergency  
   Resolution Authorizing Issuance of Bonds/Notes  
   Ordinance Authorizing Issuance of Bonds/Notes



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to pave Pueblo and Mariposa, between Ridge and Sierra, and Sierra, between Mariposa and Kellogg (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

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**Recommendation:** Approve the Petition.

**Background:** The signatures on the Petition represent 7 of 25 (28%) resident owners and 51% of the improvement district area. District V Advisory Board sponsored a December 3, 2007, neighborhood hearing on the project. The Board voted 8-2 to recommend approval of the project.

**Analysis:** The project will provide paved access to a commercial and residential area.

**Financial Considerations:** The estimated project cost is \$765,000 with \$713,000 assessed to the improvement district and \$52,000 paid by the City. The City share is for the cost of intersection construction with General Obligation bonds as the funding source. The method of assessment is the fractional basis. The estimated assessment to individual properties range from \$5,907 to \$73,745 per tract.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing street paving in an existing residential and commercial area.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Assessment Roll, Petition and Resolution.



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **PUEBLO** AND FROM THE EAST LINE OF RIDGE TO THE WEST LINE OF AIRPORT ROAD & MARIPOSA FROM THE EAST LINE OF RIDGE TO THE WEST LINE OF SIERRA & ON **SIERRA** FROM THE SOUTH LINE OF MARIPOSA TO THE NORTH CORNER OF LOT 3, BLOCK A AIRPORT INDUSTRIAL ADDITION (SOUTH OF KELLOGG, EAST OF RIDGE) 472-84646 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT **PUEBLO** AND FROM THE EAST LINE OF RIDGE TO THE WEST LINE OF AIRPORT ROAD & MARIPOSA FROM THE EAST LINE OF RIDGE TO THE WEST LINE OF SIERRA & ON **SIERRA** FROM THE SOUTH LINE OF MARIPOSA TO THE NORTH CORNER OF LOT 3, BLOCK A AIRPORT INDUSTRIAL ADDITION (SOUTH OF KELLOGG, EAST OF RIDGE) 472-84646 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **Pueblo** and from the east line of Ridge to the west line of Airport Road & Mariposa from the east line of Ridge to the west line of Sierra & on **Sierra** from the south line of Mariposa to the north corner of Lot 3, Block A Airport Industrial Addition (south of Kellogg, east of Ridge) 472-84646.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.



SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Seven Hundred Sixty-Five Thousand Dollars (\$765,000)** exclusive of the cost of interest on borrowed money, with **92.9** percent payable by the improvement district and **7.1** percent payable by the City-at-Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2007** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**ROLLING HILLS MESA ADDITION**

**Tract 1:** Lot 1, Block A

**Tract 2:** Lot 2, Block A

**Tract 3:** Lot 3, Block A

**Tract 4:** Lot 4, Block A

**Tract 5:** Lot 11, Block A

**Tract 6:** Lot 12, Block A

**Tract 7:** Lot 13, Block A

**Tract 8:** Lot 14, Block A

**Tract 9:** Lot 1 Except the North 6 Feet and Except the West 5 Feet, Block B

**Tract 10:** Lot 2 Except the North 6 Feet, Block B

**Tract 11:** Lot 3 Except the North 6 Feet, Block B

**Tract 12:** Lot 4 Except the North 6 Feet, Block B

**Tract 13:** Lot 5 Except the North 6 Feet, Block B

**Tract 14:** Lot 6 Except the North 6 Feet, Block B

**AIRPORT INDUSTRIAL ADDITION**

**Tract 15:** That Part of Lot 1 Beginning 143 Feet North of the Southwest Corner East 184.33 Feet North 176.86 feet to the North Line Southwesterly 184.87 Feet to the Northwest Corner South 157 Feet to Beginning, Block A

**Tract 16:** East 100 Feet of Lot 1, Block A

**Tract 17:** Lot 1 Beginning 143 Feet North & 184.33 Feet East of the Southwest Corner South 29 Feet East 27.50 Feet South 91 Feet to the South Line East 74 Feet North 300 Feet to a Point North Line Southwesterly 104.83 Feet South 176.86 Feet to Beginning, Block A

**Tract 18:** That Part Lot 1 Beginning at the Southwest Corner North 143 Feet East 184.33 Feet South 29 Feet East 27.5 Feet South 91 Feet to the South Line Southwesterly 214.74 Feet to Beginning, Block A

**Tract 19:** Lot 2 Except the West 100 Feet, Block A

**Tract 20:** West 100 Feet of Lot 2, Block A

**Tract 21:** Lot 3 Except Beginning at the Northwest Corner South to the Southwest Corner East 90 Feet North 150 Feet East to East Line North 150 Feet West to Beginning, Block A

**Tract 22:** West 90 Feet of South 140 Feet of Lot 3, Block A



**Tract 23:** Beginning at the Northeast Corner of Lot 3 South 150 Feet Westerly 245 Feet North 150 Feet Easterly 245 Feet to Beginning, Block A

**Tract 24:** Beginning 90 Feet East of the Northwest Corner of Lot 3 South 150 Feet East 38.2 Feet North 150 Feet to the North Line West to the Beginning, Block A

**Tract 25:** West 90 Feet of Lot 3 Except the South 140 Feet Thereof, Block A

**Tract 26:** Lot 1 Except the North 160 Feet East 125 Feet & Except West 140 Feet & Except Beginning 160 Feet South of the Northeast Corner of Lot 1 Thence West 125 Feet South 18 Feet Thence West 120.7 Feet South 136 Feet M-L to South Line Thence East 245.7 Feet to Southeast Corner North to Beginning, Block B

**Tract 27:** West 140 Feet of Lot 1 Except South 136 Feet, Block B

**Tract 28:** South 136 Feet West 140 feet of Lot 1, Block B

**Tract 29:** That Part of Lot 1 Beginning at the Northeast Corner South 160 Feet West 125 Feet North 146.22 Feet to Northerly Line Northeast 125.76 Feet to Beginning, Block B

**Tract 30:** Lot 2 Except East 116 Feet, Block B

**Tract 31:** East 116 Feet of Lot 2, Block B

**Tract 32:** Lot 3, Block B

**Tract 33:** Lot 4, Block B

**Tract 34:** Beginning 160 Feet South of the Northeast Corner of Lot 1 Thence West 125 Feet South 18 Feet Thence West 120.7 Feet South 136 Feet M-L to South line Thence East 245.7 Feet to the Southeast Corner North to Beginning, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Fractional** basis with Tract 1 paying (8484/683833), Tract 2 paying (8408/683833), Tract 3 paying (8485/683833), Tract 4 paying (8313/683833), Tract 5 paying (8400/683833), Tract 6 paying (8455/683833), Tract 7 paying (8408/683833), Tract 8 paying (8429/683833), Tract 9 paying (9251/683833), Tract 10 paying (9736/683833), Tract 11 paying (9704/683833), Tract 12 paying (9747/683833), Tract 13 paying (9659/683833), Tract 14 paying (9789/683833), Tract 15 paying (15811/683833), Tract 16 paying (14947/683833), Tract 17 paying (14379/683833), Tract 18 paying (13654/683833), Tract 19 paying (73745/683833), Tract 20 paying (15246/683833), Tract 21 paying (42809/683833), Tract 22 paying (12678/683833), Tract 23 paying (37340/683833), Tract 24 paying (5907/683833), Tract 25 paying (14252/683833), Tract 26 paying (9664/683833), Tract 27 paying (10335/683833), Tract 28 paying (9739/683833), Tract 29 paying (9804/683833), Tract 30 paying (58432/683833), Tract 31 paying (40828/683833), Tract 32 paying (70716/683833), Tract 33 paying (70332/683833), Tract 34 paying (17947/683833), of the total assessed to the improvement district. With all tracts being described above.



Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

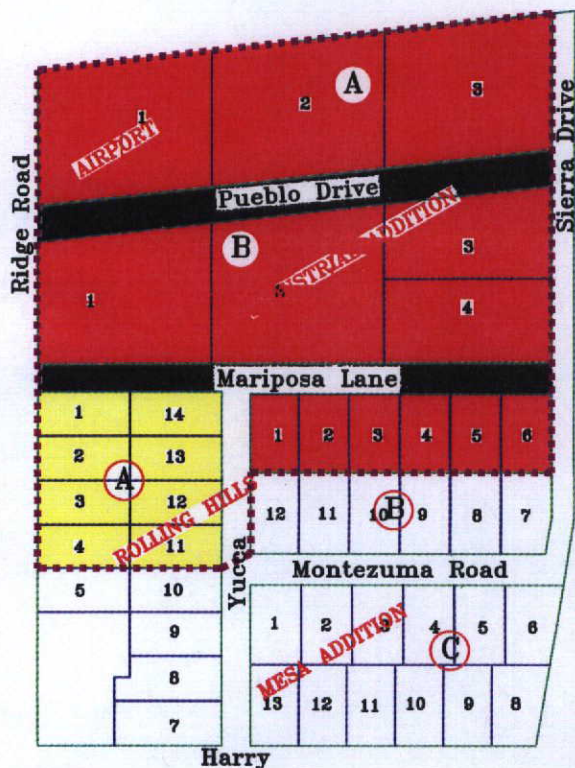
ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

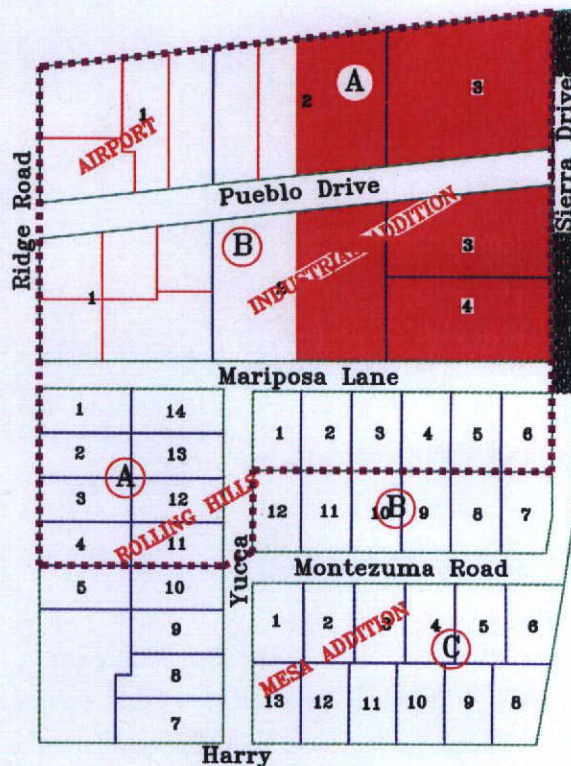
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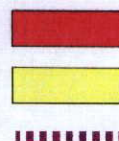
# COST BREAKDOWN FOR THE PROPOSED PAVING OF MARIPOSA & PUEBLO



# COST BREAKDOWN FOR THE PROPOSED PAVING OF SIERRA



COMMERCIAL STREET ASSESSMENT (\$0.50/sf)  
RESIDENTIAL STREET ASSESSMENT (\$0.40/sf)  
IMPROVEMENT DISTRICT BOUNDARY





**CAPITAL IMPROVEMENT**

**PROJECT AUTHORIZATION**

**CITY OF WICHITA**

- USE:
- |                     |   |
|---------------------|---|
| To Initiate Project | X |
| To Revise Project   |   |
1. Prepare in triplicate
  2. Send original & 2 copies to budget.
  3. City Manager to sign all copies.
  4. File original w/ initiating resolution in City Clerk.
  5. Return 2nd copy to initiating department.
  6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/18/2007	4. Project Description & Location Pave Pueblo, Mariposa, Sierra east of Ridge, south of Kellogg
5. CIP Project Number NL-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			TOTAL
Paving, grading & const.	\$52,000	\$713,000	\$765,000
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Traffic Signals			
Totals	\$52,000	\$713,000	\$765,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required

Lot Split

Petition

Ordered by WCC

Yes

X

X

X


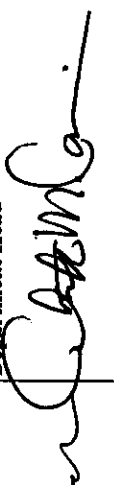
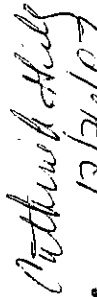
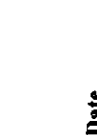
No

Remarks:

51% Petition

472-84646

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
			
		Date	Date
		12/26/07	12/26/07



Estimated assessments for paving Mariposa & Pueblo from Ridge to Sierra & Sierra from Mariposa to Pueblo.							12/17/07	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Annual Payment**	Resident Owners	
<b>ROLLING HILLS MESA ADD</b>								Typical St Added Th
D 23700	WICHITA AIRPORT AUTHORITY 455 N MAIN WICHITA KS 67202	1504 S RIDGE RD	Tract 1: LOT 1, BLOCK A	20355.117	\$8,485	\$817	1	
D 23701	HO, DANG ETUX	1514 S RIDGE RD	Tract 2 : LOT 2, BLOCK A	20172.698	\$8,409	\$810	2	
D 23702	DEUTSCHE BANK NATIONAL TRUST CO ERICSON, DUANE J & DONALD F ETAL	1524 S RIDGE RD	Tract 3: LOT 3, BLOCK A	20357.442	\$8,486	\$818	1	
D 23703	351 S EVERGREEN LN WICHITA KS 67209	1534 S RIDGE RD	Tract 4: LOT 4, BLOCK A	19943.004	\$8,313	\$801	3	
D 23710	RATZLAFF, ROBERT K	1535 S YUCCA PL	Tract 5: LOT 11, BLOCK A	20152.752	\$8,400	\$809	1	
D 23711	MC FALL, ROBERT LEROY TRUST ETAL ATTN: ROBERT L & MAXINE MC F 108 S WESTLINK WICHITA KS 67209	1525 S YUCCA PL	Tract 6 : LOT 12, BLOCK A	20285.845	\$8,456	\$815	1	
D 23712	ORTH, ELIZABETH L	1515 S YUCCA PL	Tract 7: LOT 13, BLOCK A	20170.833	\$8,408	\$810	1	
D 23713	IOERGER, MARGARET	1505 S YUCCA PL	Tract 8: LOT 14, BLOCK A	20223.092	\$8,430	\$812	1	
D 23714	WINSOR, HENRY & MARY LUE PO BOX 12344 WICHITA KS 67277		Tract 9: LOT 1 EXC N 5 FT & W 5 FT FOR ST, BLOCK B	18348.143	\$9,251	\$891	2	
D 23715	WINSOR, HENRY & MARY LUE PO BOX 12344 WICHITA KS 67277		Tract 10: LOT 2 EXC N 5 FT DED FOR ST., BLOCK B	19309.597	\$9,736	\$938	repeat	
D 23716	WINSOR, HENRY & MARY LUE PO BOX 12344 WICHITA KS 67277		Tract 11: LOT 3 EXC N 5 FT DED FOR ST., BLOCK B	19245.88	\$9,704	\$935	repeat	
D 23717	RYAN, LAURENE M REV LIV TR 350 S SOCORA WICHITA KS 67209		Tract 12: LOT 4 EXC N 5 FT DED FOR ST., BLOCK B	19330.844	\$9,747	\$939	1	
D 23718	AIRIGHT INC 1445 S SIERRA WICHITA KS 67209	6900 W MARIPOSA LN	Tract 13: LOT 5 EXC N 5 FT DED FOR ST., BLOCK B	19155.733	\$9,659	\$931	1	
D 23719	AIRIGHT INC 1445 S SIERRA WICHITA KS 67209		Tract 14: LOT 6 EXC N 5 FT DED FOR ST., BLOCK B	19414.411	\$9,789	\$943	repeat	
<b>AIRPORT INDUSTRIAL ADD</b>								
D 24323	BAIRD, GEORGE P & ANNA L 8 HAMMOND DR SUMMERVILLE GA 30747	1350 S RIDGE RD	Tract 15: THAT PART LOT 1 BEG 143 FT N SW COR E 184.33 FT N 176.86 FT TO N LI SWLY 184.87 FT TO NW COR S 157 FT TO BEG. BLOCK A AIRPORT INDUSTRIAL ADD.	31358.606	\$15,811	\$1,523	nr	
D 243230001	BLACK & WINSOR INC PO BOX 12344 WICHITA KS 67277	7106 W PUEBLO	Tract 16: E 100 FT LOT 1, BLOCK A	29644.368	\$14,947	\$1,440	1	
D 243230002	BLACK & WINSOR INC PO BOX 12344 WICHITA KS 67277	1352 S RIDGE RD	Tract 17: LOT 1 BEG 143 FT N & 184.33 FT E OF SW COR S 29 FT E 27.50 FT S 91 FT TO S LI E 74 FT N 300 FT TO PT N LI SWLY 104.83 FT S 176.86 FT TO BEG BLOCK A AIRPORT INDUSTRIAL ADD.	28517.453	\$14,379	\$1,385	repeat	
D 243230003	FOUR OAKS PROPERTIES LLC ATTN: BECKY KLASSEN 818 BUFFUM WICHITA KS 67203	1354 S RIDGE RD	Tract 18: THAT PART LOT 1 BEG SW COR N 143 FT E 184.33 FT S 29 FT E 27.5 FT S 91 FT TO S LI SWLY 214.74 FT TO BEG, BLOCK A	27080.444	\$13,654	\$1,315	1	



Estimated assessments for paving Mariposa & Pueblo from Ridge to Sierra & Sierra from Mariposa to Pueblo.							12/17/07	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Annual Payment**	Resident Owners	
D 24324	SOUTHRIDGE PROPERTIES LLC 7016 W PUEBLO STE A WICHITA KS 67209	7016 W PUEBLO	Tract 19: LOT 2 EXC W 100 FT, BLOCK A	86874.524	\$73,745	\$7,105	1	
D 24324000A	BLACK & WINSOR INC PO BOX 12344 WICHITA KS 67277	7070 W PUEBLO	Tract 20: W 100 FT LOT 2, BLOCK A	30236.4	\$15,246	\$1,469	repeat	
D 24325	BARKLEY	1357 S SIERRA DR	Tract 21: LOT 3 EXC BEG NW COR S TO SW COR E 90 FT N 150 FT E TO E LI N 150 FT W TO BEG, BLOCK A	42452.713	\$42,809	\$4,124	1	
D 243250001	WICHITA AREA LOCAL A-P-W-UNION BOX 12190 WICHITA KS 67277	6920 W PUEBLO	Tract 22: W 90 FT OF S 140 FT LOT 3, BLOCK A	12572.799	\$12,678	\$1,221	1	
D 243250002	MATNEY, THELBERT O & LINDA J 3576 PONDERSOA WICHITA KS 67203	1341 S SIERRA DR	Tract 23: BEG NE COR LOT 3 S 150 FT WLY 245 FT N 150 FT ELY 245 FT TO BEG, BLOCK A	37028.825	\$37,340	\$3,597	2	
D 243250003	MATNEY, THELBERT O & LINDA J 3576 PONDERSOA WICHITA KS 67203		Tract 24: BEG 90 FT E OF NW COR LOT 3 S 150 FT E 38.2 FT N 150 FT TO N LI W TO BEG, BLOCK A	5857.7679	\$5,907	\$569	repeat	
D 24325003A	AMERICAN POSTAL WORKERS UNION LOC 736 BOX 12190 WICHITA KS 67277		Tract 25: W 90 FT LOT 3 EXC S 140 FT THEREOF, BLOCK A	14132.561	\$14,252	\$1,373	1	
D 24326	MAINZER, LEONARD W & SHIRLEY M 802 TOH-N-HAH WICHITA KS 67212		Tract 26: LOT 1 EXC N 160 FT E 125 FT & EXC W 140 FT & EXC BEG 160 FT S NE COR LOT 1 TH W 125 FT S 18 FT TH W 120.7 FT S 136 FT M-L TO S LI TH E 245.7 FT TO SE COR N TO BEG BLOCK B AIRPORT INDUSTRIAL ADD.	19167.141	\$9,664	\$931	2	
D 243260001	MAINZER, LEONARD W & SHIRLEY M 802 TOH-N-HAH WICHITA KS 67212	1402 S RIDGE RD	Tract 27: W 140 FT LOT 1 EXC S 136 FT, BLOCK B	20497.266	\$10,335	\$996	repeat	
D 24326001A	LBD LLC 4002 MAIN GRANDVIEW MO 64030	1440 S RIDGE RD	Tract 28: S 136 FT W 140 FT LOT 1, BLOCK B	19315.377	\$9,739	\$938	nr	
D 24327	WINSOR, HENRY & MARY LUE PO BOX 12344 WICHITA KS 67277	7101 W PUEBLO	Tract 29: THAT PART LOT 1 BEG NE COR S 160 FT W 125 FT N 146.22 FT TO NLY LI NE 125.76 FT TO BEG, BLOCK B	19445.298	\$9,804	\$945	repeat	
D 24328	JOMA HOLDINGS LLC 1 QUALITY CR CLINTON TN 37716		Tract 30: LOT 2 EXC E 116 FT, BLOCK B	88910.792	\$58,432	\$5,629	nr	
D 24329	JOMA HOLDINGS LLC 3717 S UNIVERSITY DR FORT WORTH TX 76109	7015 W PUEBLO	Tract 31: E 116 FT LOT 2, BLOCK B	40487.574	\$40,828	\$3,933	nr	
D 24330	AIRIGHT INC	1445 S SIERRA DR	Tract 32: LOT 3, BLOCK B	70126.337	\$70,716	\$6,813	repeat	
D 24331	AIRIGHT INC 1445 S SIERRA WICHITA KS 67209		Tract 33: LOT 4, BLOCK B	69746.178	\$70,332	\$6,776	repeat	
D 243260002	BLACK & WINSOR INC		Tract 34: BEG 160 FT S NE COR LOT 1 TH W 125 FT S 18 FT TH W 120.7 FT S 136 FT M- L TO S LI TH E 245.7 FT TO SE COR N TO BEG	35594.219	\$17,947	\$1,729	repeat	
			Total:	1,005,512	\$683,838		25	
Abbreviations:								
etal. = and others								
etux. = and wife								
etvir. = and husband								
nr = non resident								
* Estimated assessment for street construction based on fractional basis								



Estimated assessments for paving Mariposa & Pueblo from Ridge to Sierra & Sierra from Mariposa to Pueblo.						12/17/07	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Annual Payment**	Resident Owners
			excluding drive approach (if applicable), inflation, and/or temporary financing.				
			** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 15 years				
			<b>BREAKDOWN OF PROJECT COSTS</b>				
			Amount assessed to the improvement district	\$683,838			
			Add: City Share for Intersections (7.1%)	\$52,367			
			Add: Estimated driveway costs***	\$28,800			
			Total Estimated project cost	\$765,005			
			*** Driveway approach costs are assessed to individual properties based on the actual size of drive approach requested. Driveway approach costs are in addition to the estimated assessment shown for the street construction.				





**TO:** Interested Citizens,  
Property Owners,  
Tenants and Community Groups

**FROM:** City Engineer's Office

**SUBJECT:** Mariposa & Pueblo-Ridge to Sierra & Sierra-Mariposa to Railroad right-of-way  
Paving

This form may be used to express your comments or concerns either in favor of, or in opposition to, the referenced project. Your comments are welcome, and all written comments will be furnished to the City Council.

**COMMENTS:**

*Airight Inc. supports (is in favor of) the above referenced paving project for following reasons.*

- We have recently invested \$3,000,000 in upgrading our manufacturing facility with the intent of capturing available sales opportunities with existing and new customers. Unfortunately, being on unpaved (dirt) roads gives a negative perception to these customers as to the quality of our facility. Thus making it more difficult for us to increase our taxable revenues, which is important to both our business success and the financial health of the community.
- To support our growth we need to attract 20 new employees over then next 2 years. Being located on unpaved roads makes it more difficult to attract and retain qualified talent. A significant number of valid job candidates don't want the daily dust of dirt roads on their vehicles. Again, the expansion of our employment base is important not only our business but the vibrancy of our community too.
- Improves drainage and removes standing water which has the potential to harbor mosquitoes that may be carrying infectious diseases.
- Makes it easier to maintain an attractive property by removing bar ditches which can be impossible to mow for weeks after a local rain.
- Improves the overall health of neighborhood inhabitants by eliminating the continual dust that hangs in the area air.



# JOHNSON, KENNEDY, DAHL & WILLIS

Attorneys at Law

## RIVER PARK PLACE

DOUGLAS D. JOHNSON  
E. CRAIG KENNEDY  
DAVID L. DAHL  
JEFFREY L. WILLIS

727 NORTH WACO, SUITE 585  
WICHITA, KANSAS 67203

## MAILING ADDRESS

P. O. Box 800  
Wichita, Kansas 67201

TELEPHONE: (316) 263-4921  
FACSIMILE: (316) 263-0045  
E-MAIL ADDRESS:  
dave@jkdwlaw.com

NOV 19 2007

November 16, 2007

Mr. Jim Armour, P.E.  
City Engineer  
City of Wichita  
455 North Main, 7<sup>th</sup> Floor  
Wichita, Kansas 67202

Re: Opposition to the proposed paving of Mariposa, Pueblo and Sierra Streets in  
Wichita, Kansas.

Dear Jim:

Our firm represents a significant number of property owners in the area impacted by the proposed paving of Mariposa, Pueblo and Sierra Streets in Wichita, Kansas. We made a presentation and outlined our objection to the District V Advisory Board on November 5, 2007. The purpose of this letter is to memorialize our objections.

1. Enclosed you will find written letters of objection to the proposed paving signed by 6 of the 8 property owners in Rolling Hills A.
2. Enclosed you will find written letters of objection to the proposed paving signed by Henry Winsor. He and his wife, Mary Lue, own 3 of the 6 lots identified in Rolling Hills B.
3. Enclosed you will find written letters of objection from Black & Winsor, Inc., which is owned by Henry and Mary Lue Winsor relative to 3 of the 4 lots in Airport A-1.
4. Enclosed you will find a written letter of objection from George P. Baird, who owns one of the 4 lots in Airport A-1.
5. Enclosed you will find written letters of objection from Henry Winsor and Black & Winsor, Inc., which own 2 lots in Industrial Addition B-1.



6. Enclosed you will find letters of objection from Leonard and Shirley Mainzer, who own 2 lots in Industrial Addition B-1.

It is our position that more than 50% of the resident owners disapprove of the paving, cannot afford the paving and will be financially strapped with they are obligated to pay for the paving.

Our business clients, owned the property long before the parties requesting the paving owned their property. Our business clients purchased the property because of the reasonableness of operating businesses from that property, and the additional assessments would pose a financial hardship on our clients.

Sierra Drive dead-ends going both north and south. Only one or two property owners would benefit from the paving of Sierra Drive.

Pueblo Drive is used by virtually of none of the objecting parties, who should not have to pay for paving Pueblo Drive.

Mariposa Lane is used by a small minority of the parties, who should not have to pay for the paving of Mariposa.

In the case of *Mullins v. City of El Dorado*, 200 Kan. 336, 436 P.2d 837 (1968), the Court recognized and followed *Norwood v. Baker*, 172 U.S. 269, 43 L.Ed. 443, 19 S.Ct. 187, wherein it was held that:

“...the principle underlying special assessments to meet the cost of public improvements is that the property upon which they are imposed is peculiarly benefited, and therefore the owners do not, in fact, pay anything in excess of what they receive by reason of such improvement...”

“...the exaction from the owner of the private property of the cost of a public improvement in substantial excess of the special benefits accruing to him is, *to the extent of such excess*, a taking, under the guise of taxation, of private property for public use without compensation. We say ‘substantial excess,’ because exact equality of taxation is not always attainable, and for that reason the excess of cost over special benefits, unless it be of a material character, ought not to be regarded by a court of equity when its aid is invoked to restrain the enforcement of a special assessment.” (pp. 278, 279).

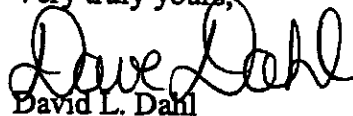
It is clear that none of my clients benefit in any way from this proposed paving, and to impose an assessment against them to benefit a few of the commercial property owners would violate well established case law.



Please share these objections with the City Council. We plan to be present for the City Council meeting on December 4, 2007, to express our objections.

Thank you, Jim.

Very truly yours,

A handwritten signature in cursive script that reads "Dave Dahl". The signature is written in black ink and is positioned above the printed name "David L. Dahl".

David L. Dahl

DLD/cl  
Enclosure



RECEIVED

DEC 10 2007

CITY CLERK OFFICE

**PAVING PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

(South of  
Killogg, East  
of 2nd St)  
472-94646

**Rolling Hills Mesa Addition**

**Tract 1:** Lot 1, Block A

**Tract 2:** Lot 2, Block A

**Tract 3:** Lot 3, Block A

**Tract 4:** Lot 4, Block A

**Tract 5:** Lot 11, Block A

**Tract 6:** Lot 12, Block A

**Tract 7:** Lot 13, Block A

**Tract 8:** Lot 14, Block A

**Tract 9:** Lot 1 Except the North 6 Feet and Except the West 5 Feet, Block B

**Tract 10:** Lot 2 Except the North 6 Feet, Block B

**Tract 11:** Lot 3 Except the North 6 Feet, Block B

**Tract 12:** Lot 4 Except the North 6 Feet, Block B

**Tract 13:** Lot 5 Except the North 6 Feet, Block B

**Tract 14:** Lot 6 Except the North 6 Feet, Block B

**Airport Industrial Addition**

**Tract 15:** That Part of Lot 1 Beginning 143 Feet North of the Southwest Corner East 184.33 Feet North 176.86 Feet to the North Line Southwesterly 184.87 Feet to the Northwest Corner South 157 Feet to Beginning, Block A

**Tract 16:** East 100 Feet of Lot 1, Block A

**Tract 17:** Lot 1 Beginning 143 Feet North & 184.33 Feet East of the Southwest Corner South 29 Feet East 27.50 Feet South 91 Feet to the South Line East 74 Feet North 300 Feet to a Point North Line Southwesterly 104.83 Feet South 176.86 Feet to Beginning, Block A

**Tract 18:** That Part Lot 1 Beginning at the Southwest Corner North 143 Feet East 184.33 Feet South 29 Feet East 27.5 Feet South 91 Feet to the South Line Southwesterly 214.74 Feet to Beginning, Block A

**Tract 19:** Lot 2 Except the West 100 Feet, Block A

**Tract 20:** West 100 Feet of Lot 2, Block A



**Tract 21:** Lot 3 Except Beginning at the Northwest Corner South to the Southwest Corner East 90 Feet North 150 Feet East to East Line North 150 Feet West to Beginning, Block A

**Tract 22:** West 90 Feet of the South 140 Feet of Lot 3, Block A

**Tract 23:** Beginning at the Northeast Corner of Lot 3 South 150 Feet Westerly 245 Feet North 150 Feet Easterly 245 Feet to Beginning, Block A

**Tract 24:** Beginning 90 Feet East of the Northwest Corner of Lot 3 South 150 Feet East 38.2 Feet North 150 Feet to the North Line West to the Beginning, Block A

**Tract 25:** West 90 Feet of Lot 3 Except the South 140 Feet Thereof, Block A

**Tract 26:** Lot 1 Except the North 160 Feet East 125 Feet & Except West 140 Feet & Except Beginning 160 Feet South of the Northeast Corner of Lot 1 Thence West 125 Feet South 18 Feet Thence West 120.7 Feet South 136 Feet M-L to South Line Thence East 245.7 Feet to Southeast Corner North to Beginning, Block B

**Tract 27:** West 140 Feet of Lot 1 Except South 136 Feet, Block B

**Tract 28:** South 136 Feet West 140 Feet of Lot 1, Block B

**Tract 29:** That Part of Lot 1 Beginning at the Northeast Corner South 160 Feet West 125 Feet North 146.22 Feet to Northerly Line Northeast 125.76 Feet to Beginning, Block B

**Tract 30:** Lot 2 Except East 116 Feet, Block B

**Tract 31:** East 116 Feet of Lot 2, Block B

**Tract 32:** Lot 3, Block B

**Tract 33:** Lot 4, Block B

**Tract 34:** Beginning 160 Feet South of the Northeast Corner of Lot 1 Thence West 125 Feet South 18 Feet Thence West 120.7 Feet South 136 Feet M-L to South Line Thence East 245.7 Feet to the Southeast Corner North to Beginning, Block B

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed pavement on **Pueblo** and from the east line of **Ridge** to the west line of **Airport Road & Mariposa** from east line of **Ridge** to the west line of **Sierra** & on **Sierra** from the south line of **Mariposa** to the north corner of lot 3, **Block A Airport Industrial Addition**. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.



- (b) That the estimated and probable cost of the foregoing improvement being **Seven Hundred Sixty Five Thousand Dollars (\$765,000)** exclusive of the cost of interest on borrowed money, with **92.9** percent payable by the improvement district and **7.1** percent payable by the City-at-Large. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **July 1, 2007**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Fractional** basis with Tract 1 paying (**8484/683833**), Tract 2 paying (**8408/683833**), Tract 3 paying (**8485/683833**), Tract 4 paying (**8313/683833**), Tract 5 paying (**8400/683833**), Tract 6 paying (**8455/683833**), Tract 7 paying (**8408/683833**), Tract 8 paying (**8429/683833**), Tract 9 paying (**9251/683833**), Tract 10 paying (**9736/683833**), Tract 11 paying (**9704/683833**), Tract 12 paying (**9747/683833**), Tract 13 paying (**9659/683833**), Tract 14 paying (**9789/683833**), Tract 15 paying (**15811/683833**), Tract 16 paying (**14947/683833**), Tract 17 paying (**14379/683833**), Tract 18 paying (**13654/683833**), Tract 19 paying (**73745/683833**), Tract 20 paying (**15246/683833**), Tract 21 paying (**42809/683833**), Tract 22 paying (**12678/683833**), Tract 23 paying (**37340/683833**), Tract 24 paying (**5907/683833**), Tract 25 paying (**14252/683833**), Tract 26 paying (**9664/683833**) Tract 27 paying (**10335/683833**), Tract 28 paying (**9739/683833**), Tract 29 paying (**9804/683833**), Tract 30 paying (**58432/683833**), Tract 31 paying (**40828/683833**), Tract 32 paying (**70716/683833**), Tract 33 paying (**70332/683833**), Tract 34 paying (**17947/683833**) of the total cost assessed to the improvement district. With all tracts being described above.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.



3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>Rolling Hills Mesa Addition</b>		
LOT 1, BLOCK A	WICHITA AIRPORT AUTHORITY	
LOT 2, BLOCK A	HO, DANG ETUX	
LOT 3, BLOCK A	DEUTSCHE BANK NATIONAL TRUST CO	
LOT 4, BLOCK A	ERICSON, DUANE J & DONALD F ETAL	
LOT 11, BLOCK A	RATZLAFF, ROBERT K	
LOT 12, BLOCK A	MC FALL, ROBERT LEROY TRUST ETAL ATTN: ROBERT L & MAXINE MC F	
LOT 13, BLOCK A	ORTH, ELIZABETH L	
LOT 14, BLOCK A	IOERGER, MARGARET	



LOTS 1,2 & 3 EXC N 5 FT & EXC W 5 Ft LOT 1 FOR ST, BLOCK B	WINSOR, HENRY & MARY LUE
LOT 4 EXC N 5 FT DED FOR ST., BLOCK B	RYAN, LAURENE M REV LIV TR
LOTS 5 & 6 EXC N 5 FT DED FOR ST., BLOCK B	AIRIGHT INC <i>Don Kelly</i>

**Airport Industrial Addition**

THAT PART LOT 1 BEG 143 FT N SW COR E 184.33 FT N 176.86 FT TO N LI SWLY 184.87 FT TO NW COR S 157 FT TO BEG. BLOCK A AIRPORT INDUSTRIAL ADD.	BAIRD, GEORGE P & ANNA L
E 100 FT LOT 1, BLOCK A & LOT 1 BEG 143 FT N & 184.33 FT E OF SW COR S 29 FT E 27.50 FT S 91 FT TO S LI E 74 FT N 300 FT TO PT N LI SWLY 104.83 FT S 176.86 FT TO BEG BLOCK A AIRPORT INDUSTRIAL ADD. & W 100 FT LOT 2, BLOCK A & BEG 160 FT S NE COR LOT 1 TH W 125 FT S 18 FT TH W 120.7 FT S 136 FT M-L TO S LI TH E 245.7 FT TO SE COR N TO BEG	BLACK & WINSOR INC
THAT PART LOT 1 BEG SW COR N 143 FT E 184.33 FT S 29 FT E 27.5 FT S 91 FT TO S LI SWLY 214.74 FT TO BEG, BLOCK A	FOUR OAKS PROPERTIES LLC ATTN: BECKY KLASSEN <i>[Signature]</i> 12/3/07
LOT 2 EXC W 100 FT, BLOCK A	SOUTHRIDGE PROPERTIES LLC <i>[Signature]</i> 12/3/07



LOT 3 EXC BEG NW COR S TO SW COR E 90 FT N 150 FT E TO E LI N 150 FT W TO BEG, BLOCK A	BARKLEY
W 90 FT OF S 140 FT LOT 3, BLOCK A	WICHITA AREA LOCAL A-P-W-UNION <i>Christine Pruitt</i>
BEG NE COR LOT 3 S 150 FT WLY 245 FT N 150 FT ELY 245 FT TO BEG, BLOCK A & BEG 90 FT E OF NW COR LOT 3 S 150 FT E 38.2 FT N 150 FT TO N LI W TO BEG, BLOCK A	MATNEY, THELBERT O & LINDA J <i>Theibert O. Matney</i> <i>Linda J Matney</i>
W 90 FT LOT 3 EXC S 140 FT THEREOF, BLOCK A	AMERICAN POSTAL WORKERS UNION LOC 736 <i>Christine Pruitt</i>
LOT 1 EXC N 160 FT E 125 FT & EXC W 140 FT & EXC BEG 160 FT S NE COR LOT 1 TH W 125 FT S 18 FT TH W 120.7 FT S 136 FT M-L TO S LI TH E 245.7 FT TO SE COR N TO BEG BLOCK B AIRPORT INDUSTRIAL ADD. & W 140 FT LOT 1 EXC S 136 FT, BLOCK B	MAINZER, LEONARD W & SHIRLEY M
S 136 FT W 140 FT LOT 1, BLOCK B	LBD LLC <i>Paul J. O'Connell</i>
THAT PART LOT 1 BEG NE COR S 160 FT W 125 FT N 146.22 FT TO NLY LI NE 125.76 FT TO BEG, BLOCK B	WINSOR, HENRY & MARY LUE
LOT 2 EXC E 116 FT, BLOCK B	JOMA HOLDINGS LLC <i>Barbara Syngala</i> 12/7/07 Site Manager
E 116 FT LOT 2, BLOCK B	JOMA HOLDINGS LLC <i>Barbara Syngala</i> 12/7/07 Site Manager
LOTS 3 & 4, BLOCK B	AIRIGHT INC <i>Joe Kelly</i>



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Mellies  
Name

455 N Main  
Address

268-4632  
Telephone Number

Sworn to and subscribed before me this 10 day of December 2007.

Ann Edwards  
Deputy City Clerk





**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to pave Evergreen, from Evergreen Court to 2<sup>nd</sup> Street (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

.....

**Recommendation:** Approve the Petition.

**Background:** The signatures on the Petition represent 27 of 54 (50%) resident owners and 51% of the improvement district area. District V Advisory Board sponsored a December 3, 2007, neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

**Analysis:** The project will provide paved access to a developed residential area.

**Financial Considerations:** The estimated project cost is \$510,000 with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.34 per square foot of ownership.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing street paving in an existing residential area.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Assessment Roll, Petition and Resolution.



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **EVERGREEN LANE FROM THE SOUTH LINE OF 2ND ST. NORTH TO THE SOUTH LINE OF LOT 29, EVERGREEN PLACE ADDITION (NORTH OF MAPLE, EAST OF TYLER) 472-84647** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **EVERGREEN LANE FROM THE SOUTH LINE OF 2ND ST. NORTH TO THE SOUTH LINE OF LOT 29, EVERGREEN PLACE ADDITION (NORTH OF MAPLE, EAST OF TYLER) 472-84647** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **Evergreen Lane from the south line of 2nd St. North to the south line of Lot 29, Evergreen Place Addition (north of Maple, east of Tyler) 472-84647.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Five Hundred Ten Thousand Dollars (\$510,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007** exclusive of the costs of temporary financing.



SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**EVERGREEN PLACE ADDITION**

Lots 1 through 30 Inclusive  
The North 56 Feet of Lot 32

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_,



2007.

---

CARL BREWER, MAYOR

ATTEST:

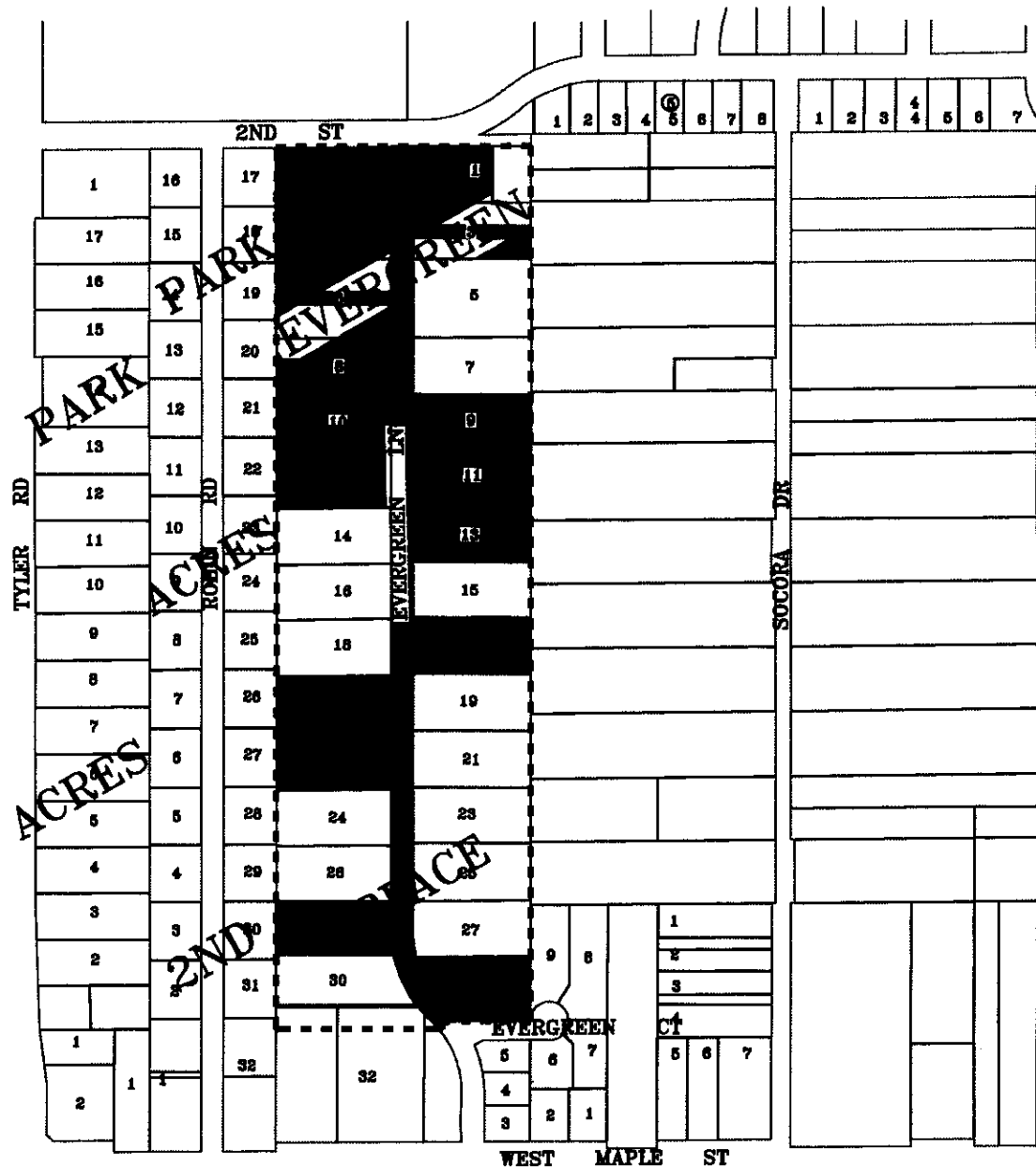
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KAREN SUBLETT, CITY CLERK

(SEAL)




# PROPOSED PAVING OF EVERGREEN FROM EVERGREEN COURT TO 2ND STREET NORTH



RESIDENT OWNERS SIGNED (50%)  
 AREA SIGNED (51%)  
 IMPROVEMENT DISTRICT BOUNDARY  
 PROPOSED IMPROVEMENT



THE CITY OF WICHITA



CITY ENGINEER'S OFFICE  
 CITY HALL - 1000 WEST 10TH  
 WICHITA, KANSAS 67202  
 (316) 268-4514 Fax



## CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

## CITY OF WICHITA

USE:

To Initiate Project  
To Revise Project

X
---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.




1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/18/2007	4. Project Description & Location pave Evergreen, between Evergreen Court and 2nd	
5. CIP Project Number NE-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required		12. Project Cost Estimate		
		12A.		
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.		\$510,000		\$510,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		\$510,000		\$510,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the petition and adopt the resolution				

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

51% Petition

472-84647

Division Head 	Department Head 	Budget Officer 	City Manager
		Date 12/26/07	Date



Estimated assessments for paving Evergreen from Maple to 2nd St N.								
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Driveways	Annual Payment**	Resident Owners
<b>EVERGREEN PLACE ADD</b>								
D 24587	HOWARD, ALESIA I	258 N EVERGREEN LN	LOT 1 EXC E 100 FT	29679.21	\$10,236	\$1,200	\$918	1
D 24588	KANSAS GAS & ELEC CO ATTN: HARVEY SIEMENS BOX 208 WICHITA KS 67201		E 100 FT LOT 1	14721.99	\$5,077		\$407	1
D 24589	HILL, JUSTIN W & SAMANTHA P	259 N EVERGREEN LN	LOT 2	43433.69	\$14,980	\$1,200	\$1,298	2
D 24590	HOWARD, EDWARD	240 N EVERGREEN LN	LOT 3	44895.19	\$15,484	\$1,200	\$1,339	1
D 24591	MORRISON, IAN D	241 N EVERGREEN LN	LOT 4	43508.64	\$15,005	\$1,200	\$1,300	1
D 24592	WYANT, DAVID M ETUX	222 N EVERGREEN LN	LOT 5	62762.32	\$21,646	\$1,200	\$1,833	2
D 24593	CHAMBERS, KEITH D	221 N EVERGREEN LN	LOT 6	61665.07	\$21,267	\$1,200	\$1,803	1
D 24594	LANE, MARK & GAIL	200 N EVERGREEN LN	LOT 7	44885.7	\$15,480	\$1,200	\$1,338	2
D 24595	BROWN, FRANK W ETUX	201 N EVERGREEN LN	LOT 8	43015.79	\$14,836	\$1,200	\$1,287	2
D 24596	HILL, CLINTON W & LELA S	158 N EVERGREEN LN	LOT 9	44179.16	\$15,237	\$1,200	\$1,319	2
D 24597	GORRELL, BRUCE L & GREGORY D	157 N EVERGREEN LN	LOT 10	43498.38	\$15,002	\$1,200	\$1,300	2
D 24598	STOVER, GEORGE C & SUSAN M	142 N EVERGREEN LN	LOT 11	43433.86	\$14,980	\$1,200	\$1,298	2
D 24599	ANDERSON, GLEN A	143 N EVERGREEN LN	LOT 12	43403.37	\$14,969	\$1,200	\$1,297	1
D 24600	SMALLEY, SHELBY J & MARK W	128 N EVERGREEN LN	LOT 13	44670.64	\$15,406	\$1,200	\$1,333	2
D 24601	PATTERSON, BENJAMIN R & DOLHIA L	127 N EVERGREEN LN	LOT 14	43549.26	\$15,019	\$1,200	\$1,301	2
D 24602	LOEHR, JEROME M ETUX	116 N EVERGREEN LN	LOT 15	44214.58	\$15,249	\$1,200	\$1,320	2
D 24603	LITTLE, KEITH E & K JANE ETAL	115 N EVERGREEN LN	LOT 16	42824.05	\$14,769	\$1,200	\$1,281	3
D 24604	FRYE, MICHAEL R & JO ANN E	100 S EVERGREEN LN	LOT 17	44266.98	\$15,267	\$1,200	\$1,321	2
D 24605	CLITHERO, RAY B & VIRGINIA A REVERING	101 S EVERGREEN LN	LOT 18	43220.95	\$14,906	\$1,200	\$1,292	2
D 24606	LAMBRECHTSE, CORNELIS A	110 S EVERGREEN LN	LOT 19	44449.37	\$15,330	\$1,200	\$1,326	1
D 24607	KERR, BONNIE R & MICHAEL R	111 S EVERGREEN LN	LOT 20	43351.79	\$14,951	\$1,200	\$1,296	2
D 24608	STEPHENSON, JEFFREY G & LEANNA C	126 S EVERGREEN LN	LOT 21	44381.75	\$15,307	\$1,200	\$1,325	2
D 24609	RUFLE, MATTHEW R	123 S EVERGREEN LN	LOT 22	43287.3	\$14,929	\$1,200	\$1,294	1
D 24610	SORG, THOMAS R	140 S EVERGREEN LN	LOT 23	44347.7	\$15,295	\$1,200	\$1,324	1
D 24611	WHITE, THOMAS B & SHERRY L K	141 S EVERGREEN LN	LOT 24	43411.15	\$14,972	\$1,200	\$1,298	2
D 24612	SCHWARTZ, JERRY D & JO ANN ETAL	156 S EVERGREEN LN	LOT 25	46060.58	\$15,886	\$1,200	\$1,371	3
D 24613	CATHEY, O L ETAL	155 S EVERGREEN LN	LOT 26	43232.42	\$14,910	\$1,200	\$1,293	2
D 24614	FLEMING, DELBERT L ETUX	200 S EVERGREEN LN	LOT 27	43917.91	\$15,147	\$1,200	\$1,312	2
D 24615	HAY, ERNEST W ETUX ATTN: MAXINE L HAY 10121 S MARION TULSA OK 74137	201 S EVERGREEN LN	LOT 28	41537.39	\$14,326	\$1,200	\$1,246	nr
D 24616	HARALSON, MARK M & LYDIA G REVOC LIV T	218 S EVERGREEN LN	LOT 29	40889.92	\$14,102	\$1,200	\$1,228	1
D 24617	BRANDS, JOHN W & SHERRY M	219 S EVERGREEN LN	LOT 30 EXC S 5 FT	42204.6	\$14,556	\$1,200	\$1,264	2
D 24618	DAVIS, DAVID A & CARMEN L REV TRS 1000 HILA DERBY KS 67037	235 S EVERGREEN LN	The North 37 Feet of tract: E 98 FT LOT 32 EXC S 20 FT FOR ST	684.5	\$236		\$19	nr



Estimated assessments for paving Evergreen from Maple to 2nd St N.							12/17/07	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Driveways	Annual Payment**	Resident Owners
D 246180001	WOODING, TIMOTHY B	8406 W MAPLE	S 5 FT LOT 30 EXC W 159.5 FT & The North 56 Feet of Tract: LOT 32 EXC W 159.5 FT & EXC E 98 FT & EXCS 20 FT FOR ST	13496	\$4,655	\$1,200	\$470	1
D 24620	BRANDES, JOHN W 219 S EVERGREEN WICHITA KS 67219		W 159.5 FT S 5 FT LOT 30	882.9519	\$305		\$24	repeat
D 246200001	HARTMANS INC 2250 N ROCK ROAD STE 118-170 WICHITA KS 67226	8510 W MAPLE	The North 56 Feet of tract: W 159.5 FT LOT 32 EXC S 20 FT FOR ST.	8932	\$3,081		\$247	1
Total:				1,370,896	\$472,800	\$37,200		54
					50.97%			
					50.00%			
Abbreviations:								
etal. = and others								
etux. = and wife								
etvir. = and husband								
nr = non resident								
* Estimated assessment for street construction based on \$0.34 per square foot excluding drive approach (if applicable), inflation, and/or temporary financing.								
** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 20 years								
BREAKDOWN OF PROJECT COSTS								
Amount assessed to the improvement district				\$472,800				
Add: City Share for Intersections (0%)				\$0				
Add: Estimated driveway costs***				\$37,200				
Total Estimated project cost				\$510,000				
*** Driveway approach costs are assessed to individual properties based on the actual size of drive approach requested. Each property must have a driveway constructed with the project, unless it is a corner lot with access to another street. The approach must be at least 12' wide and will extend from the street to the property line. Total estimated cost for driveway construction is based on 20' average width, at a cost of \$1,200 per driveway. The annual payment above includes the street construction and driveway cost for each lot.								





**TO:** Interested Citizens,  
Property Owners,  
Tenants and Community Groups

**FROM:** City Engineer's Office

**SUBJECT:** Evergreen from Evergreen Court to 2<sup>nd</sup> Street North Paving

This form may be used to express your comments or concerns either in favor of, or in opposition to, the referenced project. Your comments are welcome, and all written comments will be furnished to the City Council.

**COMMENTS:**

I am not in favor of this project. My property does not connect to this street at any point. I have no access to this street from my property without first going to Maple. It is of no benefit to me or my tenants and means I would have to raise the rents to offset this project.

Keith Hartman  
Hartmans Inc







RECEIVED

OCT 29 2007

CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Evergreen Place Addition

Lots 1-30 Inclusive  
The North 56 Feet of Lot 32

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- 472-84647
- (a) That there be constructed pavement on **Evergreen Lane** from the south line of **2<sup>nd</sup> Street North** to the south line of **Lot 29, Evergreen Place Addition**. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

- (b) That the estimated and probable cost of the foregoing improvement being **Five Hundred Ten Thousand Dollars (\$510,000)** exclusive of the cost of interest on borrowed money, with **100 percent** payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **September 1, 2007**.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and



hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>Evergreen Place Addition</b>		
LOT 1 EXC E 100 FT	HOWARD, ALESIA I <i>Alesia Wilkins</i>	8/29/07
E 100 FT LOT 1	KANSAS GAS & ELEC CO ATTN: HARVEY SIEMENS	
LOT 2	HILL, JUSTIN W & SAMANTHA P <i>Justin Hill Samantha Hill</i>	8/27/07
LOT 3	HOWARD, EDWARD <i>Edward Howard</i>	8/27/07
LOT 4	MORRISON, IAN D <i>Ian Morrison</i>	8/27/07
LOT 5	WYANT, DAVID M ETUX	
LOT 6	CHAMBERS, KEITH D <i>Keith Chambers</i>	8/27/07



LOT 7	LANE, MARK & GAIL
LOT 8	BROWN, FRANK W ETUX 8/28/07 <i>Frank W Brown</i>
LOT 9	HILL, CLINTON W & LELA S 8/29/07 <i>Clinton Hill Lela Hill</i>
LOT 10	GORRELL, BRUCE L & GREGORY D 8-3-07 <i>Bruce Gorrell Gregory D</i>
LOT 11	STOVER, GEORGE C & SUSAN M <i>George Stover Susan M Stover</i>
LOT 12	ANDERSON, GLEN A <i>Glen A Anderson</i>
LOT 13	8-27-07 SMALLEY, SHELBY J & MARK W 8/29/07 <i>Mark W Smalley Shelby Smalley</i>
LOT 14	PATTERSON, BENJAMIN R & DOLHIA L
LOT 15	LOEHR, JEROME M ETUX <i>Jerome M Loeher</i>
LOT 16	LITTLE, KEITH E & K JANE ETAL
LOT 17	FRYE, MICHAEL R & JO ANN E 8/27/07 <i>Michael R Frys Jo Ann E Frys</i>
LOT 18	CLITHERO, RAY B & VIRGINIA A REVERING
LOT 19	LAMBRECHTSE, CORNELIS A
LOT 20	KERR, BONNIE R & MICHAEL R 8/27/07 <i>Bonnie R Kerr Michael R Kerr</i>
LOT 21	STEPHENSON, JEFFREY G & LEANNA C



LOT 22	RUFLE, MATTHEW R <i>Matthew R. Rufe</i> 9-8-07
LOT 23	SORG, THOMAS R
LOT 24	WHITE, THOMAS B & SHERRY L K
LOT 25	SCHWARTZ, JERRY D & JO ANN ETAL 9-6-07 <i>Jerry D. Schwartz</i> 9-6-07
LOT 26	CATHEY, O L ETAL
LOT 27	FLEMING, DELBERT L ETUX 9-11-07 <i>Delbert L. Fleming</i>
LOT 28	HAY, ERNEST W ETUX ATTN: MAXINE L HAY
LOT 29	HARALSON, MARK M & LYDIA G REVOC LIV T 09/06/07 <i>Mark M. Haralson</i>
LOT 30 EXC S 5 FT	BRANDES, JOHN W & SHERRY M
The North 37 Feet of tract: E 98 FT LOT 32 EXC S 20 FT FOR ST	DAVIS, DAVID A & CARMEN L REV TRS
S 5 FT LOT 30 EXC W 159.5 FT & The North 56 Feet of Tract: LOT 32 EXC W 159.5 FT & EXC E 98 FT & EXCS 20 FT FOR ST	WOODING, TIMOTHY B
W 159.5 FT S 5 FT LOT 30	BRANDES, JOHN W
The North 56 Feet of tract: W 159.5 FT LOT 32 EXC S 20 FT FOR ST.	HARTMANS INC



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Melles  
Name

455 N Main  
Address

4632  
Telephone Number

Sworn to and subscribed before me this 29 day of October, 2007.



Chris Edwards  
Deputy City Clerk



## HISTORIC PRESERVATION BOARD

**C of A NUMBER:** HPC2005-00259 Major

**APPLICANT/AGENT:** Real Development  
Dave Lundberg  
Address: 105 S. Broadway, Ste 1100  
City/Zip: Wichita, KS 67202

**REQUEST:** amended application for partial demolition of Michigan Building, Register of Historic Kansas Places

**LOCATION:** 206 E. Douglas

**BOARD ACTION:** At the regular scheduled meeting of the Historic Preservation Board held December 10, 2007 at 3:00 p.m. in the Director's Conference Room, 10th Floor, City Hall, the following action was taken by a 5-0 vote:

Item #1: The change of scope of the original submission for Exchange Place Redevelopment Project requiring partial demolition of the Michigan Building does encroach, damage and destroy the Kansas Historic Register listed Michigan Building and denies the amended application.

### **NOTICE OF APPEAL PROCEDURE:**

Any applicant or other interested party wishing to appeal a denial or approval with conditions of any certificate of appropriateness may appeal to the next higher authority. The order of the appeal procedure shall be: (1) the preservation staff; (2) the design review committee; (3) the historic preservation board; and (4) the city council. The applicant has five (5) days (Section 2.12.1023) to appeal.

If you have any questions, you may contact the Historic Preservation Planner at the Wichita-Sedgwick County Area Planning Department, City Hall, 455 N. Main, 10<sup>th</sup> Floor, telephone 268-4421.

---

Kathy L. Morgan, Historic Preservation Planner  
Current Plans Division, MAPD

Date: January 3, 2008





December 12, 2007

To whom it may concern,

Please let this letter serve as notice that we would like to appeal the HPB's decision regarding the Exchange Place redevelopment project and ask that this appeal be brought before the city council as soon as is reasonably possible.

Respectfully,

Michael Elzufon



WICHITA HISTORIC PRESERVATION BOARD MINUTES  
10 DECEMBER 2007  
CITY HALL, 455 N. MAIN, 10TH FLOOR  
3:00 P.M.

**The WICHITA HISTORIC PERSERVATION BOARD MEETING WAS CALLED TO ORDER AT 3:00 P.M.**

**ITEM NO. 1      ROLL CALL**

Members Present:                    Elena Ingle  
    Rachelle Pulkkila  
    Mike Seiwert  
    Vicki Churchman  
    Claire Willenberg

Members Absent:                    Kim Edgington  
    Jim Guy

Staff Present:                        Kathy Morgan, Senior Planner, Historic Preservation Office  
    Sharon Dickgrafe, City Attorney  
    Mike Gable, OCI  
    Valerie Robinson, recording secretary

**ITEM NO. 2      ADDITIONS OR ADJUSTMENTS TO THE AGENDA**

None

**ITEM NO. 3      REVOLVING LOAN FUND UPDATE**

Revolving Loan Fund – Residential	\$ 122,678.00
Revolving Loan Fund – Non-Residential	
Deferred Loan Fund – Residential	\$ 6,548.00

**ITEM NO. 4      CORRESPONDENCE**

None

**ITEM NO. 5      APPROVAL OF MINUTES FROM THE 5 NOVEMBER 2007 MEETING**

**Motion #1 made by Seiwert, 2<sup>nd</sup> by Willenberg to approve minutes of November 5, 2007 as presented. Motion carried unanimously (5-0).**

**ITEM NO. 6      OLD BUSINESS**

1. **MAJOR:**                    (HPC2007-00477) Environs, Kress, Michigan, Lassen, Farmers and Bankers, Scottish Rite Consistory, Brown Building, Orpheum Theater  
**APPLICANT:**                Phil Ruffin  
**FOR:**                         132 N. Broadway

Applicant proposes to tear down 1957 cinder block building and replace with surface parking lot.

**Motion #2 made by Seiwert, 2<sup>nd</sup> by Ingle to find the proposed project does not encroach, damage or destroy the environs of Kress, Michigan, Lassen, Farmers and Bankers, Scottish Rite Consistory, Brown and Orpheum Theater buildings. Motion carried unanimously (5-0).**

2. **MAJOR:**                    (HPC2005-00259) Michigan Building, Exchange Place Redevelopment  
**APPLICANT:**                Real Development/Brad Teeter  
**FOR:**                         206 E. Douglas

Applicant proposes amendment to original case allowing demolition of 210 E. Douglas, portions of 100 N. Market and 206 E. Douglas in a mixed use development consisting of apartment units, retail and parking structure.

**Motion #3 made by Churchman, 2<sup>nd</sup> by Willenberg to find the partial demolition does encroach, damage or destroy the Michigan building listed in the Register of Historic Kansas Places and deny the amended Certificate of Appropriateness Application. In addition, to instruct, staff to prepare statements to be included in support of the project in the green sheet. Role call vote, motion carried unanimously (5-0).**

**Pulkkila:** deny, in favor of the project but to adhere to the letter of the law, we need to deny it.

**Churchman:** we have to deny project as preservation board, if the Michigan Building is to be preserved and if this plan moves forward, I feel good about it, and on a personal level have no problem with it.

**Seiwert:** vote to deny, but agree with the two prior statements that this project should move forward.

**Willenberg:** deny, in favor of the design of the project.



Ingle: agrees to deny, but would also like to congratulate the people behind this project, that have come up with something that would not leave a space in the middle of the block. They are preserving the facade of the Michigan building, which is the most important part. I hope that the fact that we are denying it will not impact what they can take to the City Council.

**ITEM NO. 7      CONSENT AGENDA**

**A. Roof Repairs**

HPC2007-00484-487; 489-492; 494; 496-497; 499-502; 504-509; 512-513; 515-521.

**B. Signs**

HPC2007-510    1411 N Broadway. Remove existing sign and replace with granite monument sign.

**C. Other**

HPC2007-00488    1642 N. Jackson. Construct wood frame shed in back yard.

**Motion # 4 made by Seiwert, 2<sup>nd</sup> by Pulkkila to approve the consent agenda. Motion carried unanimously (5-0).**

**ITEM NO. 8      CERTIFICATE OF APPROPRIATENESS APPLICATIONS**

1. **MAJOR:** (HPC2007-00493) Environs, Market Street Cottage, Hypatia House, Comley House  
**APPLICANT:** USD 259  
**FOR:** 1202 N. Main

Applicant proposes to tear down 1946 stucco church building and replace with surface parking lot for school employees.

Julie Hedrick, 3850 N Hydraulic, Wichita KS 67219, was present for questions or comments.

**Motion #5 made by Seiwert, 2<sup>nd</sup> by Pulkkila to find the proposed demolition of 1204 N Main does not encroach, damage or destroy the environs of Market Street Cottage, Hypatia House and Comley House. In addition, pictures and written history are to be submitted to Kathy Morgan for history preservation. Motion carried unanimously (5-0).**

2. **MAJOR:** (HPC2007-00498) Newbern-Gore House, Revolving Loan Application  
**APPLICANT:** Sharon O'Neill  
**FOR:** 400 S. Roosevelt

Applicant requests a revolving loan in the amount of \$25,000 for roof, soffit and window repairs.

**Motion #6 made by Seiwert, 2<sup>nd</sup> by Churchman to approve the submission of the loan application with the stipulation that it meets all other loan application requirements and the scope of work meet the standards for tax credit program. Motion carried unanimously (5-0).**

**ITEM NO. 9      MISCELLANEOUS MATTERS**

1. Sharon Dickgrafe – explanation of Open Meetings
2. CLG training, January 14, 2008 @ 12:30, lunch to be provided. Regular meeting will begin at 3:00 p.m.
3. NRHP Nominations approved by State Historic Sites Review Board on Saturday Dec 1:  
Ablah House, North Topeka Apartment Historic District, and Eagle's Lodge Building
4. Introduction of Eric Cale, Director, Sedgwick County Historical Museum

**ITEM NO. 10      ADJOURNMENT**

**Motion #7 made by Churchman, 2<sup>nd</sup> by Ingle to adjourn meeting at 3:51 p.m. Motion carried unanimously (5-0).**





SPANGENBERG PHILLIPS  
ARCHITECTURE  
121 N. MEAD, SUITE 201, Wichita, KS 67202  
TEL: 316-267-4002 FAX: 316-267-1509  
www.spangenbergphillips.com

## THE LOFTS AT EXCHANGE PLACE WICHITA, KANSAS



**REAL**  
DEVELOPMENT







# REAL DEV. EXCHANGE

## 9-STORY APARTMENTS

10/10/07

### LIVING UNITS

2ND	12
3RD	13
4TH	16
5TH	16
6TH	16
7TH	33
8TH	34
9TH	34
<hr/>	
174 UNITS	

### PARKING

	APT.	PUBLIC
B	80	
1		60
2	45	
3	30	30
4	20	40
5	20	40
6	20	40
<hr/>		
215		
+		
		<hr/>
		210
		- 7 HC
		<hr/>
		203
		= 418 TOTAL

### AREA CALCULATIONS

	PARKING	APARTMENT		RETAIL		TOTAL
		NEW	REMODEL	NEW	REMODEL	
B	31,500		4,600		4,000	40,100
1ST	26,500		1,400	1,000	8,900	37,800
2ND	26,300	5,600	12,000		900	44,800
3RD	26,300	5,200	12,000			43,500
4TH	26,300	5,200	10,900			42,400
5TH	26,300	5,200	10,900			42,400
6TH	26,300	5,200	10,900			42,400
7TH		17,900	10,900			28,800
8TH		17,900	10,900			28,800
9TH		28,800				28,800
<hr/>		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
189,500		91,000	84,500	1,000	13,800	379,800 SF



121 N. Mead, Suite 201, Wichita, KS 67202



MARKET

10' ±

DEMO THIS  
PORTION OF  
EXCHANGE BLDG.

ALLEY

EXG. PKG.  
GARAGE

DEMO THIRD  
FLOOR WALKWAY

ALLEY

EXCHANGE  
BUILDING

DEMO THIS PORTION  
OF MICHIGAN

DEMO  
LERNER  
BLDG.

DEMO  
EXG. SURFACE  
PKG.

KRESS

DEMO EXG.  
SCREEN  
WALL

BROADWAY

FRONT BAY  
OF MICHIGAN  
TO REMAIN

DOUGLAS



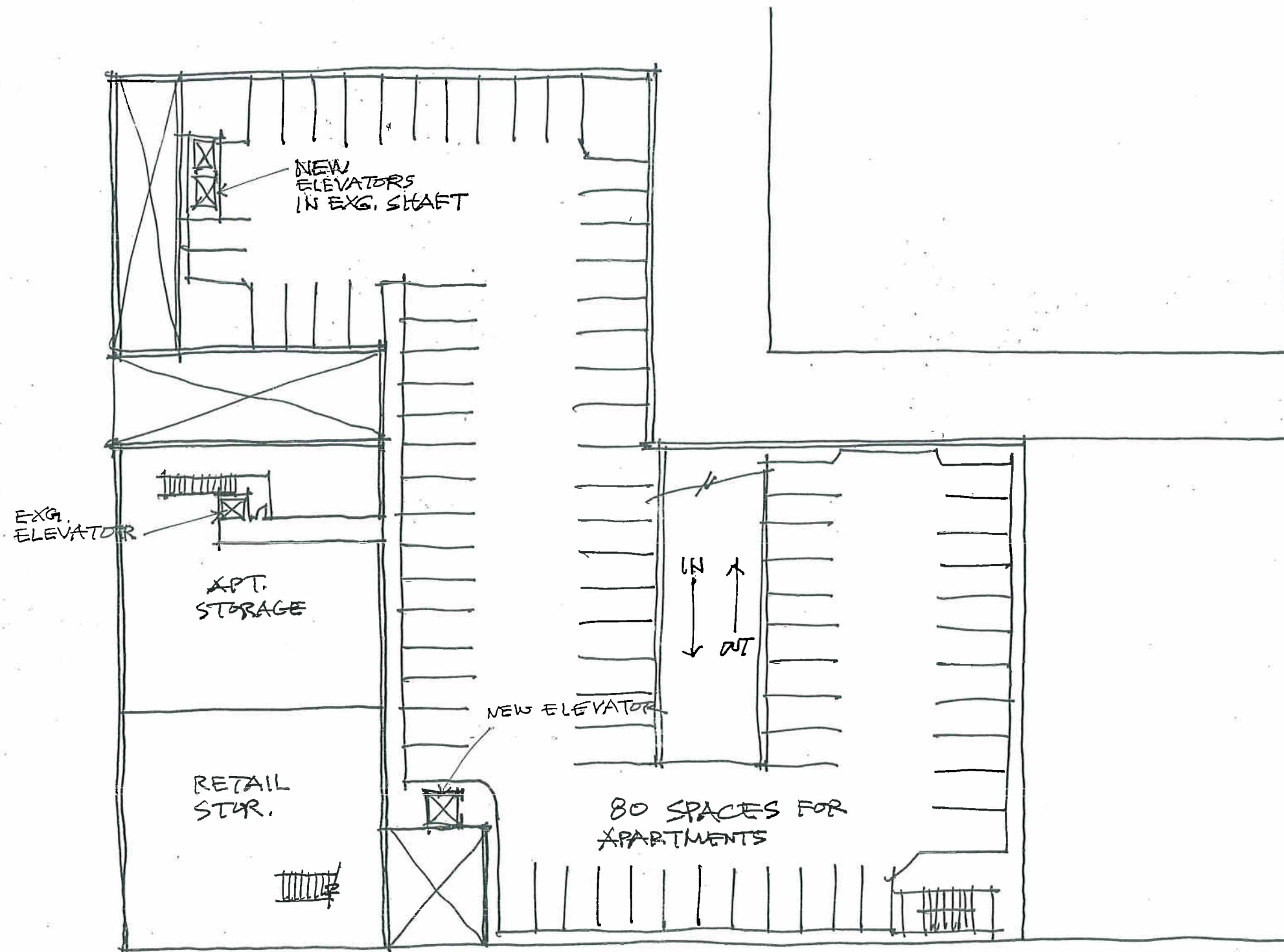
SPANGENBERG PHILLIPS  
ARCHITECTURE

121 N. Mead, Suite 201, Wichita, KS 67202



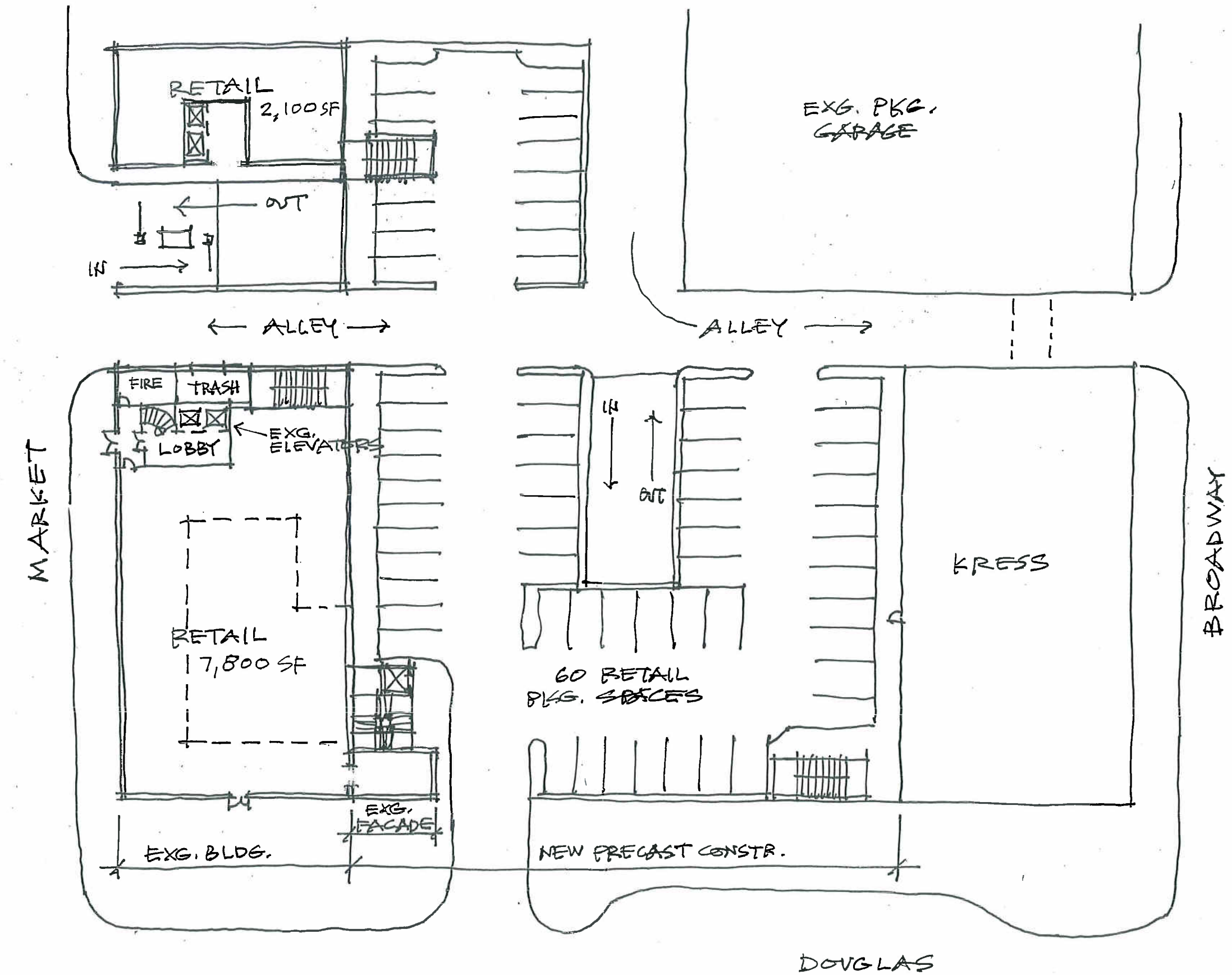
# BUILDING DEMOLITION PLAN





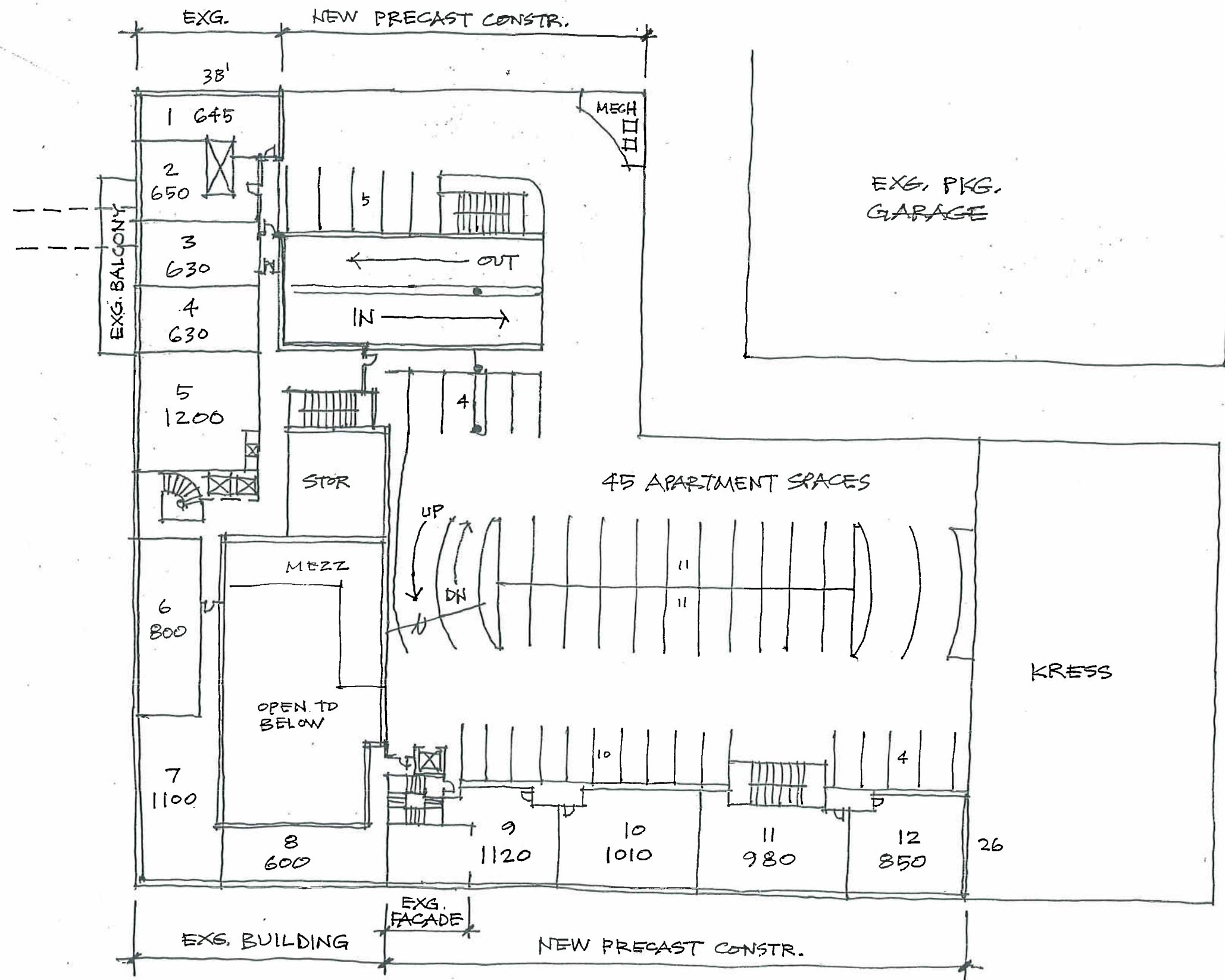
⊙ BASEMENT FLOOR PLAN





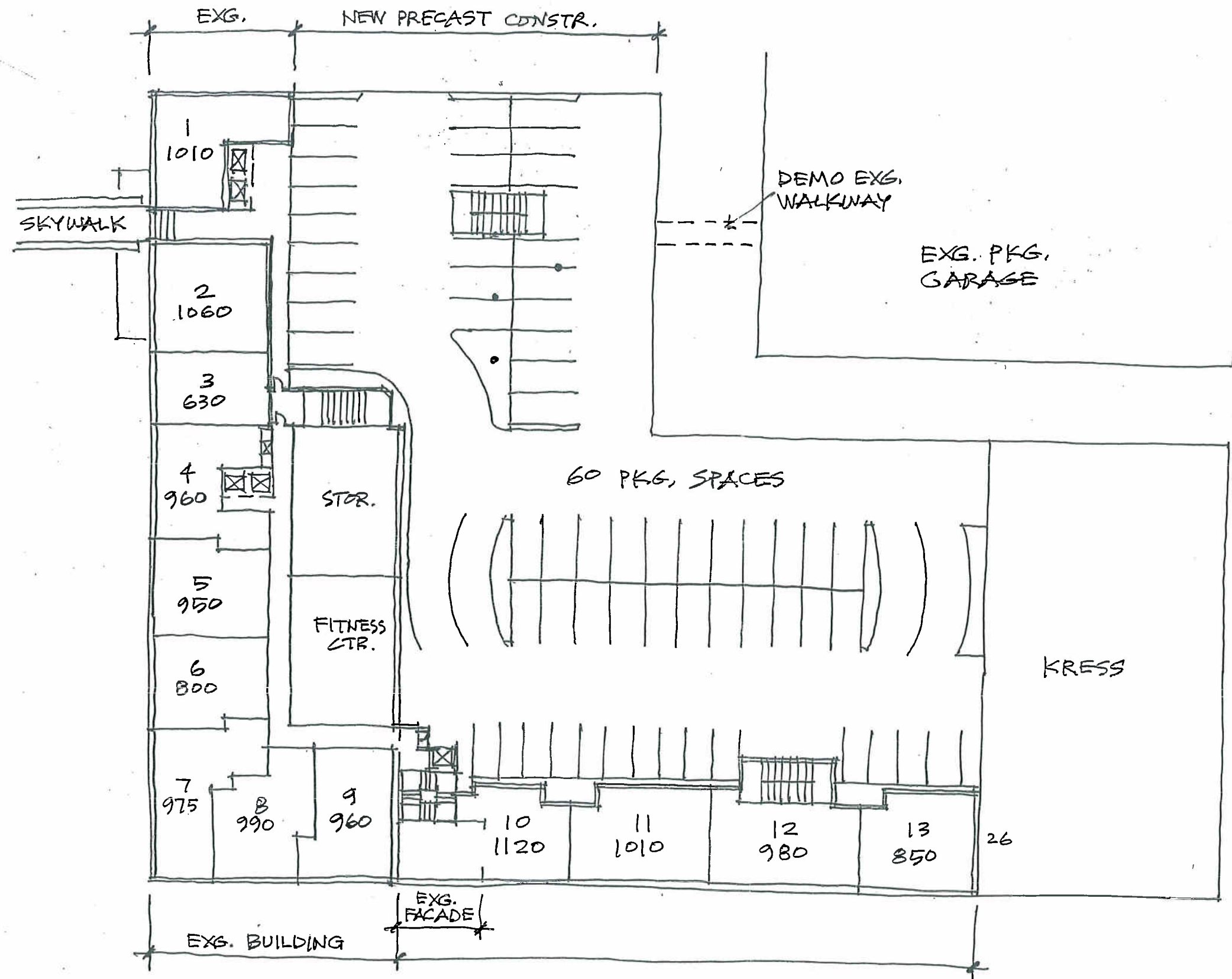
FIRST FLOOR





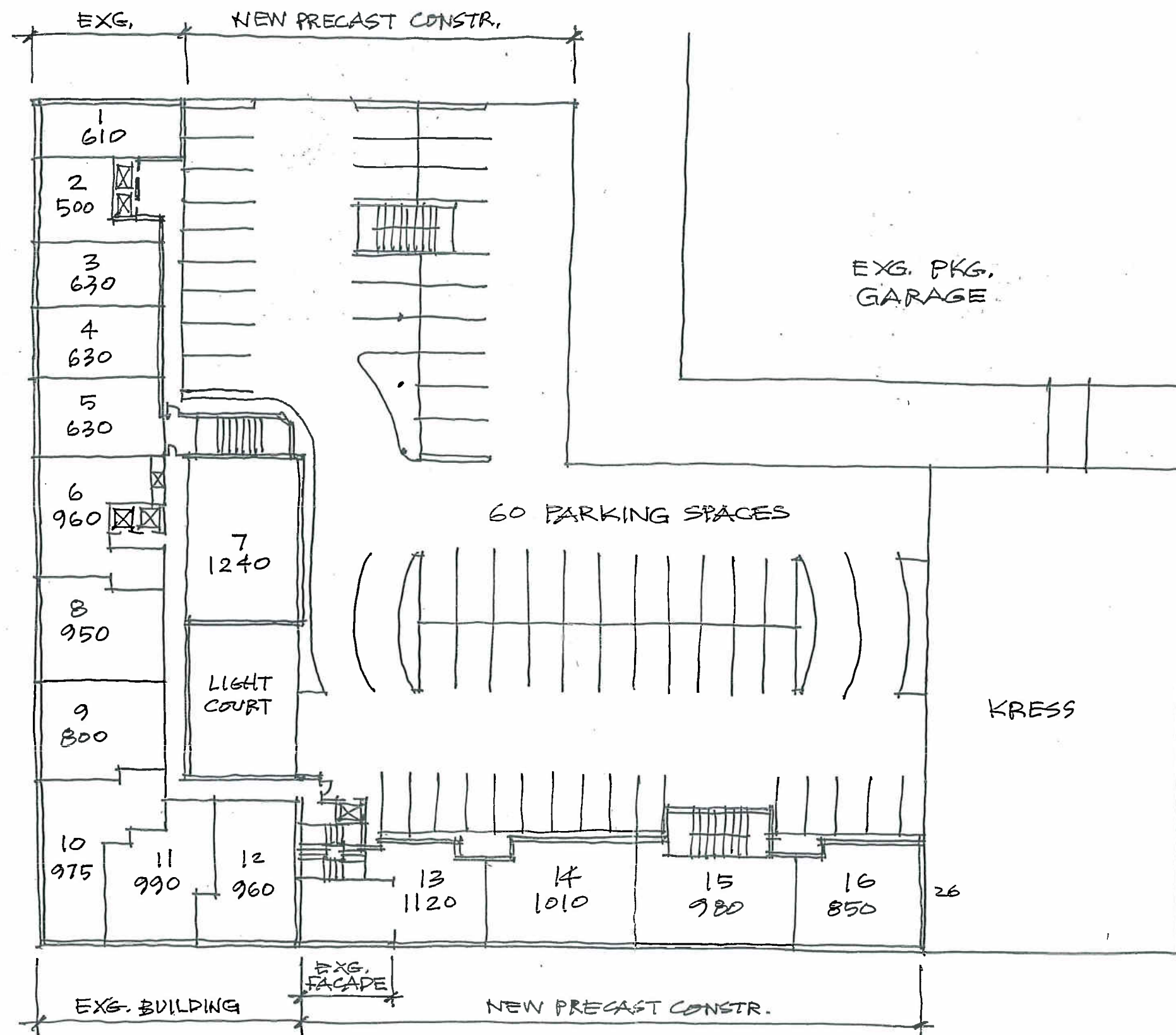
2ND FLOOR





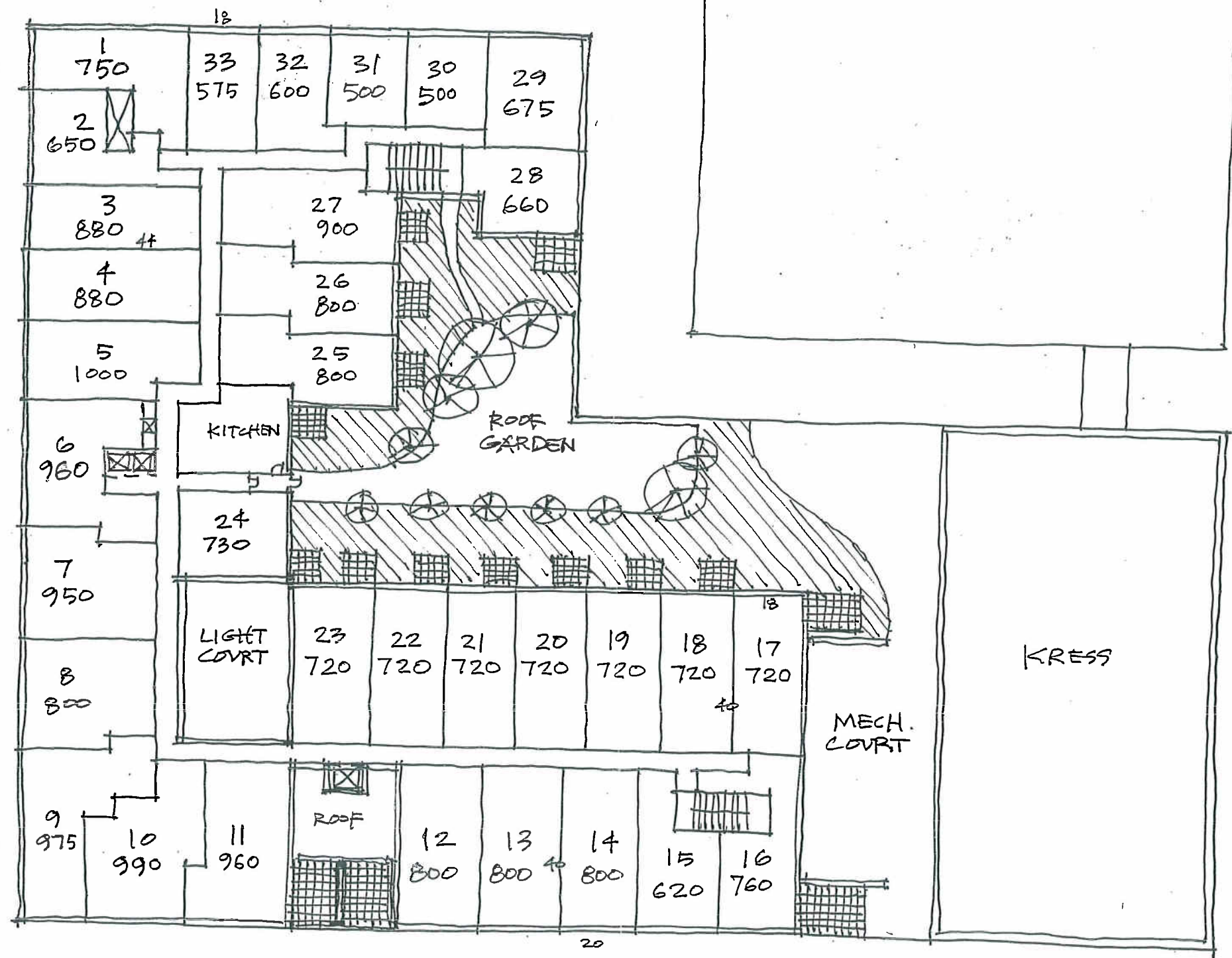
3RD FLOOR





4<sup>TH</sup>, 5<sup>TH</sup> & 6<sup>TH</sup> FLOORS

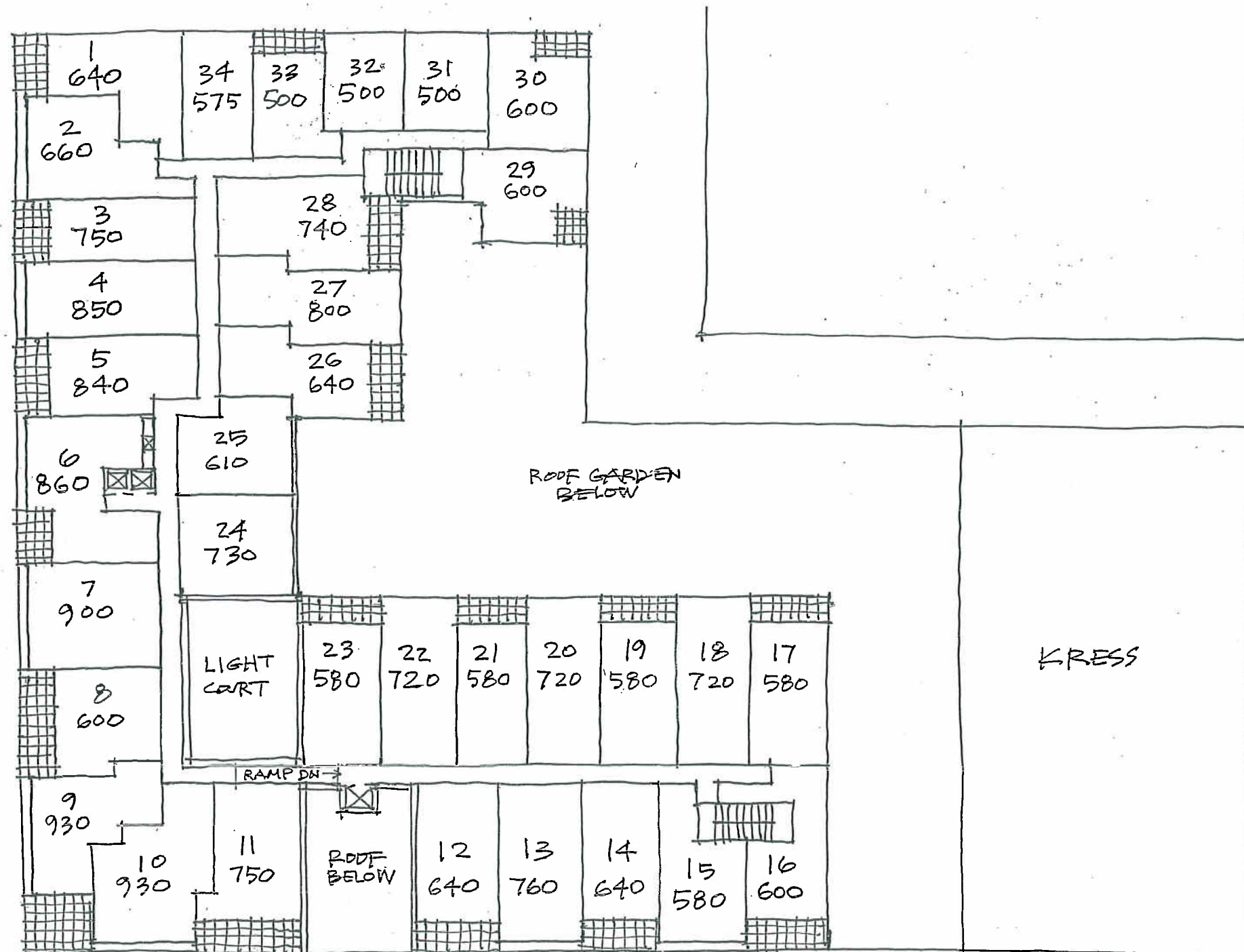




7<sup>TH</sup> FLOOR

8<sup>TH</sup> FLR. SIMILAR





9TH FLOOR



**Agenda Item No. 44.**

**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Exchange Place Redevelopment Project (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** New Business

**Recommendation:** Approve the project as presented.

**Background:** The original plan for the redevelopment of the Exchange Place Project was approved by the HPB in February 2006. The proposal included first floor retail and renovation of the upper eight floors of the Exchange Building into living units, which required extensive roof replacement and stabilization of the north and east exterior walls of the Michigan Building. The Lerner Shops Building would be demolished and a four story parking garage built between the Kress and Michigan buildings to provide parking for the tenants in Exchange Place, Michigan, Kress and Brown buildings and 155 public spaces.

When final construction costs were submitted to put together the financing for the project, the cost of interior demolition in Exchange Place and the Michigan Building came in at \$400 a square foot, instead of the \$196 a square foot of the preliminary estimate. Construction of the parking garage was originally estimated at \$18,000 per space using pre-cast concrete. Construction cost of the garage increased to \$34,000 per space because the confined site does not allow use of pre-cast concrete construction. The cost of a car elevator was also considered and found to not be feasible.

A new option was developed to include affordable living units with the addition of one story to the Exchange Building, 100 N. Market; partial demolition and renovation of the Michigan Building, 206 E. Douglas; demolition of the Lerner Shops Building, 212 E. Douglas and construction of a new six-story parking garage between the Kress Building, 224 E. Douglas and the Michigan Building (see attached map and elevation drawing). The parking garage will have approximately 418 spaces of which 203 will be public parking spaces.

The Exchange Place Building, originally built in 1915 as the Fourth National Bank, was extensively remodeled in 1957 with the addition of seven stories to the original structure. The pink Georgia marble was added at this time. The renovation of this building will consist of the addition of one floor set back from the Douglas Street and the Market Street elevations ranging from 2-1/2 feet to 8-1/2 feet. A portion of the addition built on the north side of the Fourth National Bank Building in 1956 will be demolished (see site plan). The first floor, approximately 9,900 square feet, will be developed as retail space. Floors 2 through 9 will accommodate 174 living units. The living units are a mix of affordable apartment units and market rate apartment units. The portion of the addition that is demolished will be incorporated into the parking garage and new living units.

The Michigan Building will be significantly altered. The front 20 feet of the building, including the main façade, will be retained and the remainder of the structure will be demolished. The east and north exterior walls and the roof have suffered significant structural damage since the upper floors of the building were vacated prior to 1970. The first floor of the Michigan Building will have retail space and floors 2 through 6 will have one living unit on each floor. The space gained through the demolition of the rear of the structure will be incorporated into the six-story garage structure.

The Lerner Shops Building, 212 E. Douglas, was built in 1956 after the Winne Building was razed. This building will be demolished to make room for a six story parking structure and 3 floors of living units between the Kress Building and Exchange Place. The first floor will be all parking spaces. Floors 2 through 6 will have four living units along the front façade. These units are 26 feet deep with the parking garage structure located on the north side of the units. New living units will be created on floors 7 through 9 with a roof garden on the 7<sup>th</sup> floor. The parking structure and new living units



are set back from the Michigan Building and the Kress Building (see attached floor plans).

In accordance with the KSA 75-2724, the Historic Preservation Board found that the partial demolition of the Michigan Building (listed in the Register of Historic Kansas Places) does encroach, damage or destroy the listed property and denied the amended Certificate of Appropriateness Application HPC2005-00259 by a vote of 5-0.

**Analysis:** The City of Wichita Historic Preservation Board reviewed the project in accordance with the KSA 75-2724 and denied the application. However, the board does want to go on record as unanimously being in support of the project and commends the developer and architect for designing a very balanced solution given the site limitations.

**Legal Considerations:**

The HPB has a programmatic agreement with the State Historic Preservation Office to review applications for all properties individually listed or listed in historic districts in the state/national register of historic places. The Council has review authority over the decision of the Historic Preservation Board, as provided for in K.S. A. 75- 2724 and the CityCode Section 2.12.1023(c), and (f). In order for the City Council to overturn the decision of the HPB, all relevant factors must be considered and must find there is no “feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm to such historic property resulting from such use”.

**Financial Considerations:** None to the City.

**Goal Impact:** Core Area and Neighborhoods

**Recommendations/Actions:**

- 1) Overturn the decision of the HPB, find there is “no feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm to such historic property resulting from such use” and approve the project as presented; or
- 2) Uphold the HPB’s recommendation and deny the amended application .

Attachment

Draft minutes from the December 10, 2007 Historic Preservation Board Meeting

Letter of Appeal from Real Development

Elevation and site plan drawings



**City of Wichita**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council Members

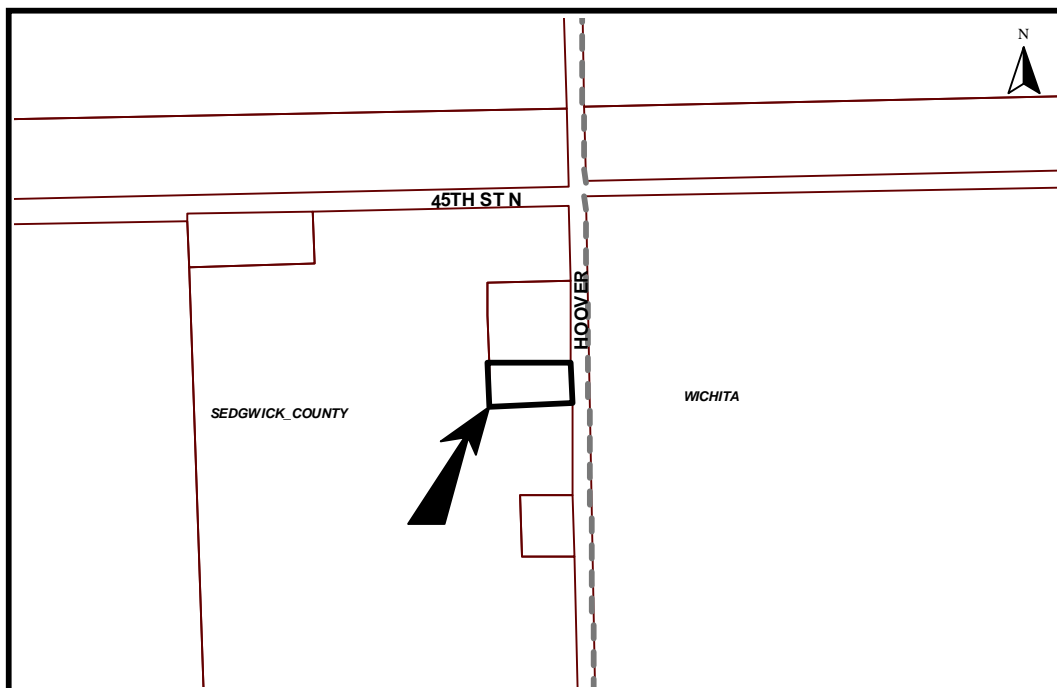
**SUBJECT:** ZON2005-47 – Extension of time to complete the platting requirement for a zone change from “SF-20” Single-Family Residential to “LC” Limited Commercial. Generally located west of Hoover Road and south of 45<sup>th</sup> Street North. (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

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**Staff Recommendation:** Approve extended platting deadline of December 21, 2008





**Background:** On December 21, 2005, the Board of County Commissioners approved a zone change from “SF-20” Single-Family Residential to “LC” Limited Commercial, subject to the condition of platting the property within one year. The site has since been annexed into the City of Wichita. The applicant indicates that the owner is seeking a contract purchaser. The applicant requests a three year platting extension to December 21, 2008, in order to complete the platting process.

**Analysis:** Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality and Affordable Living.

**Legal Considerations:** No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

**Recommendations/Actions:** Approve extended platting deadline of December 21, 2008.



RECEIVED

NOV 21 2007

METROPOLITAN PLANNING  
ROUTE ☐ \_\_\_\_\_

Ruggles & Bohm P.A.

Engineering, Surveying, Land Planning

924 North Main  
Wichita, Kansas 67203

(316) 264-8008  
fax (316) 264-4621

www.rbkansas.com  
info@rbkansas.com

November 20, 2007

John Schlegel, Director  
Wichita-Sedgwick County Metropolitan Area  
Planning Department  
455 N. Main  
Wichita KS 67202

Re: Rezoning north of 21<sup>st</sup>, east of Greenwich, case ZON2005-49  
Cedar Creek Marketplace CUP (DP-291), case CUP2005-63  
Cedar Creek Marketplace Addition, case SUB2006-07

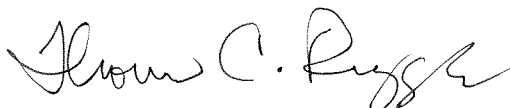
Dear Mr. Schlegel,

The above zoning and CUP cases were approved subject to platting of the property, and a preliminary plat also has been approved conditionally. The applicant has previously received an extension of time to complete the platting process, and continues to work toward meeting the conditions. It is the applicant's intent to complete the plat and the development.

As authorized agent for the applicant, Kensington Gardens LLC, I hereby request an additional one-year extension, or as long as you may reasonably allow. If you require further information to process this request, please call.

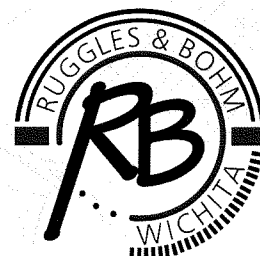
Respectfully submitted,

Ruggles & Bohm P.A.

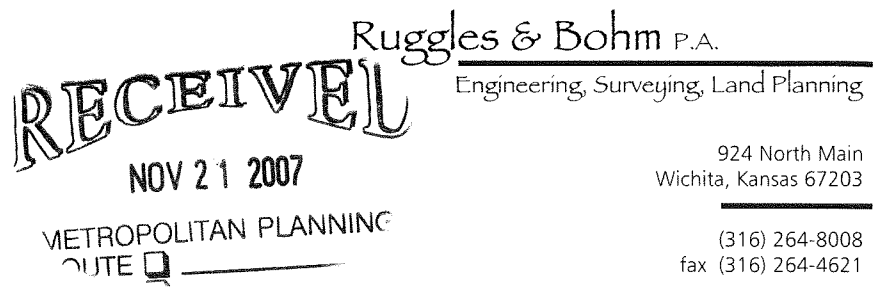


Thomas C. Ruggles, P.E., L.S.

Cc: Ashley Cozine  
Bill Cozine







November 20, 2007

John Schlegel, Director  
Wichita-Sedgwick County Metropolitan Area  
Planning Department  
455 N. Main  
Wichita KS 67202

Re: Rezoning north of 21<sup>st</sup>, east of Greenwich, case ZON2005-49  
Cedar Creek Marketplace CUP (DP-291), case CUP2005-63  
Cedar Creek Marketplace Addition, case SUB2006-07

Dear Mr. Schlegel,

The above zoning and CUP cases were approved subject to platting of the property, and a preliminary plat also has been approved conditionally. The applicant has previously received an extension of time to complete the platting process, and continues to work toward meeting the conditions. It is the applicant's intent to complete the plat and the development.

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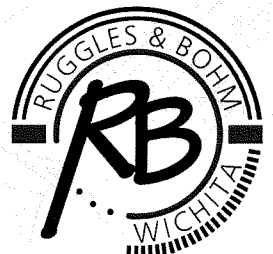
Respectfully submitted,

Ruggles & Bohm P.A.

A handwritten signature in cursive script, appearing to read 'Thomas C. Ruggles'.

Thomas C. Ruggles, P.E., L.S.

Cc: Ashley Cozine  
Bill Cozine





## EXCERPT MINUTES DECEMBER 6, 2007 MAPC MEETING

4. **Case No.: ZON2007-55** - Lorene Sinclair (owner); Howard Rishel (applicant) Request City zone change from "SF" Single Family Residential to "GC" General Commercial.

The South 150 feet of the North 630 feet of the West 197 Feet of the South 1/2 of the Northwest Quarter (NW1/4), EXCEPT 40 Feet on West for road, in Section 27, Township 27 South, Range 1 West, of the 6th P.M., Sedgwick County, Kansas. AND The South 150 Feet of the North 480 Feet of the West 197 Feet of the South 1/2 of the Northwest Quarter (NW1/4), EXCEPT 40 Feet on West for road, in Section 27, Township 27 South, Range 1 West, of the 6th P.M., Sedgwick County, Kansas. Generally located South and east of the intersection of S. Ridge Rd. and W. of Taft Ave.

**BACKGROUND:** The applicant requests "GC," General Commercial zoning on two unplatted .55-acre parcels located on the east side of Ridge Rd. approximately 300 feet south of W. Taft Ave. The parcels are currently zoned "SF-5," Single Family Residential, and are developed with single-family residences.

To the north of the application area are "SF-5" zoned single-family residences. South and east of the application area is a "GC" zoned shopping center (DP-151 The Dugan Center.) West of the application area is an "LC" zoned theater and "LC" zoned restaurant. US-54 (Kellogg) is located approximately 700 feet south of the application area, which is accessible from Mid-Continent Dr., but not S. Ridge Rd., which turns into a cul-de-sac just south of the application area.

The overall character of the area is a mix of "GC" and "LC" zoned shopping, restaurant and entertainment uses along Kellogg Dr., Mid-Continent Dr., Ridge Rd. and Taft Ave. There are two "SF-5" zoned homes on the east side of Ridge Rd. and one "SF-5" zoned home on the south side of Taft Ave. The proposed zone change, from "SF-5" to "GC" would require conformance to all property development standards in the Unified Zoning Code.

**CASE HISTORY:** The properties within this application are currently unplatted.

**ADJACENT ZONING AND LAND USE:**

NORTH:	"SF-5," Single-Family Residential	Single-Family Residence
SOUTH:	"GC," General Commercial	Restaurant
EAST:	"GC," General Commercial	Shopping Center
WEST:	"LC," Limited Commercial	Movie Theater & Restaurant

**PUBLIC SERVICES:** The properties are located along Ridge Rd., northeast of Mid-Continent Dr. and Kellogg, with construction just being completed along Ridge Rd., north of the subject site. The 2006 Average Daily Traffic Map showed 27,701 ADTs (average daily trips) for section of Mid-Continent Dr., northwest of the application area, and 10,823 ADTs for Taft, just north of the application area. The application area currently has two points of access onto Ridge Rd. City water and sewer are available at the application area.

**CONFORMANCE TO PLANS/POLICIES:** The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area, along with the entire surrounding area, as "Regional Commercial." The Unified Zoning Code defines the "GC" zoning district as generally compatible with the "Commercial" designation of the Comprehensive Plan. The application area is also consistent with the "Commercial Locational Guidelines" of the *Wichita-Sedgwick County Comprehensive Plan*. Commercial sites should be located adjacent to arterial streets or major



thoroughfares that provide needed ingress and egress in order to avoid traffic congestion, with the location of major commercial uses being coordinated with mass transit routes, high-density residential, employment and other intensive uses. Commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses and commercial uses should locate in compact clusters or nodes versus extended strip developments. Commercially-generated traffic should not feed directly onto local residential streets and commercial uses that are not located in planned centers or nodes (including large free-standing buildings, auto-related and non-retail uses) should be guided to other appropriate areas such as: the CBD fringe; segments of Kellogg; established areas of similar development; and, areas where traffic patterns, surrounding land uses and utilities can support such development.

**RECOMMENDATION:** This zone change request is in conformance with the *Comprehensive Plan* “Wichita Land Use Guide” and “Commercial Locational Guidelines.” A zone change to “GC” and the subsequent redevelopment will require the application area to be in compliance with the landscape ordinance; and to screen and deflect lighting from residential neighbors. To be redeveloped, the applicant will be required to plat the application area. Planning staff anticipates that platting will include complete dedication of access control with one point of access on Ridge Road, and required cross-lot access agreements with all non-residentially zoned neighboring lots.

Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED subject to platting within one year.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The surrounding area is a mixture of “GC,” “LC” and “SF-5” zoning. The surrounding land uses are a mixture of restaurants, shopping centers, a theater, single-family homes, and an elevated highway. Landscape and screening requirements should help mitigate any negative impacts from the application area onto the surrounding residential neighbors.
2. The suitability of the subject property for the uses to which it has been restricted: The property could continue to be used as currently zoned, as a single-family residence. However, the “Wichita Land Use Guide” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the entire surrounding area as “Commercial.” With a large CUP commercial development to immediate east, and associated street improvements along Ridge and Taft, the entire surrounding area will potentially redevelop for commercial uses.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of “GC” zoning on this property will increase traffic and the intensity of land uses in the immediate area. Designation of the entire surrounding area as “Commercial” in the “Wichita Land Use Guide,” and recent street improvements on Ridge and Taft, have taken into consideration the redevelopment of the surrounding area for commercial uses.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested zoning change is in conformance with the *Comprehensive Plan* “Wichita Land Use Guide,” and it is in conformance with the commercial locational guidelines of the plan.
5. Impact of the proposed development on community facilities: A zone change at the application area to “GC” will increase traffic along Ridge and Taft, the designation of the entire surrounding area as “Commercial” in the “Wichita Land Use Guide,” and recent street improvements, have planned and accounted for increased traffic in this area.



**MOTION:** To approve subject to staff recommendation.

**JOHNSON** moved, **McKAY** seconded the motion, and it carried (11-0).

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AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2007-00055**

Zone change from "SF-5" Single-Family Residential to "GC" General Commercial subject to platting within one year described as:

The South 150 feet of the North 630 feet of the West 197 Feet of the South 1/2 of the Northwest Quarter (NW1/4), EXCEPT 40 Feet on West for road, in Section 27, Township 27 South, Range 1 West, of the 6th P.M., Sedgwick County, Kansas. AND The South 150 Feet of the North 480 Feet of the West 197 Feet of the South 1/2 of the Northwest Quarter (NW1/4), EXCEPT 40 Feet on West for road, in Section 27, Township 27 South, Range 1 West, of the 6th P.M., Sedgwick County, Kansas. Generally located on the east side of Ridge Road approximately 300 feet south of W. Taft Ave (544 & 560 S. Ridge Road)

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED AT WICHITA, KANSAS,** \_\_\_\_\_

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk



(SEAL)

Approved as to form:

---

Gary E. Rebenstorf, City Attorney



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

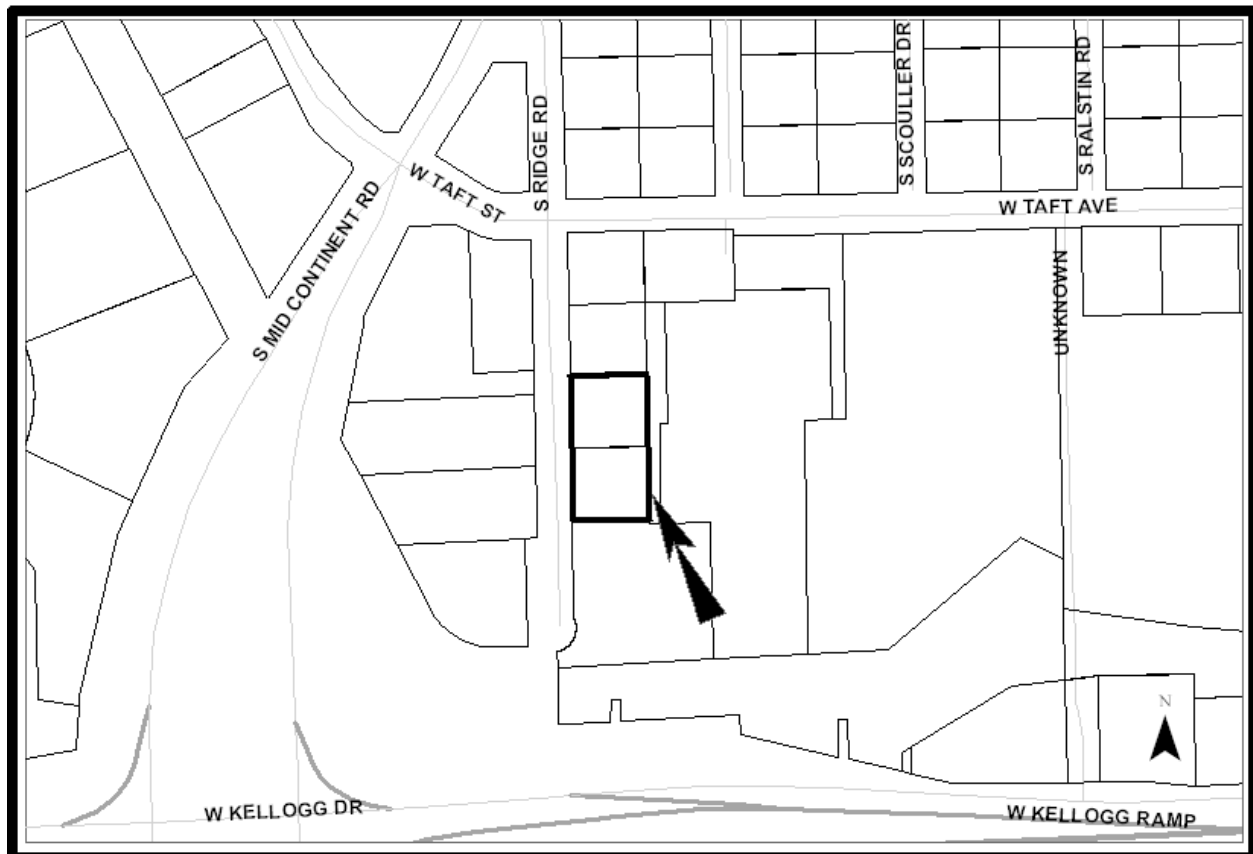
**SUBJECT:** ZON2007-00055 – Zone change from “SF-5” Single-Family Residential to “GC” General Commercial. Generally located on the east side of Ridge Road approximately 300 feet south of W. Taft Ave (544 & 560 S. Ridge Road) (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**MAPC Recommendation:** Approval, vote 10-0.

**MAPD Staff Recommendation:** Approval





**Background:** The applicant requests “GC,” General Commercial zoning on two unplatted .55-acre parcels located on the east side of Ridge Rd. approximately 300 feet south of W. Taft Ave. The parcels are currently zoned “SF-5,” Single Family Residential, and are developed with single-family residences.

To the north of the application area are “SF-5” zoned single-family residences. South and east of the application area is a “GC” zoned shopping center (DP-151 The Dugan Center.) West of the application area is an “LC” zoned theater and “LC” zoned restaurant. US-54 (Kellogg) is located approximately 700 feet south of the application area, which is accessible from Mid-Continent Dr., but not S. Ridge Rd., which turns into a cul-de-sac just south of the application area.

The overall character of the area is a mix of “GC” and “LC” zoned shopping, restaurant and entertainment uses along Kellogg Dr., Mid-Continent Dr., Ridge Rd. and Taft Ave. There are two “SF-5” zoned homes on the east side of Ridge Rd. and one “SF-5” zoned home on the south side of Taft Ave. The proposed zone change, from “SF-5” to “GC” would require conformance to all property development standards in the Unified Zoning Code.

**Analysis:** At the MAPC meeting held December 6, 2007, the MAPC voted (11-0) to approve subject to staff recommendation. No citizens were present to speak and no protests have been received.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Adopt the findings of the MAPC and approve the zone change subject to platting within one year; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to City Council; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)



AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2007-57**

Zone change from "MF-29" Multi-family Residential to "LC" Limited Commercial on property described as:

Lots 1-3, Except W. 10 Feet for Street; Block H; S. University Place Addition, Wichita, Sedgwick County, Kansas. Generally located east of Meridian and south of Merton. (1702 S. Meridian Avenue).

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED AT WICHITA, KANSAS,** \_\_\_\_\_

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney



## EXCERPT FROM DECEMBER 6, 2007 MAPC HEARING

**Case No.: ZON2007-57** – Michael Marks (Owner) Request City zone change from "MF-29" Multi-Family to "LC" Limited Commercial on property described as;

Lots 1-3, Except W. 10 Feet for Street; Block H; S. University Place Addition, Wichita, Sedgwick County, Kansas. Generally located southeast of the intersection of South Meridian, West Merton (1702 S. Meridian Ave.)

**BACKGROUND:** The application area has 50 feet of frontage on Meridian, with 130-foot depth along Merton. The site is zoned "MF-29" Multi-family Residential; it is developed with a single-family residence built in 1950 and a detached garage. The applicant seeks a zone change to "LC" Limited Commercial; the applicant does not specify a future desired LC land use.

North of the application area is Merton Street, a local residential street. Merton Street acts as a divider at this location between commercial zoning and development to the north on Meridian, and residential zoning and development to the south on Meridian. North of Merton on both sides of Meridian are LC zoned strip malls. South of the application area is an MF-29 zoned legal non-conforming mobile home, and MF-29 zoned single-family residences. East of the site is a "TF-3" Two-family Residential zoned church, and TF-3 zoned residences. West of the site, across Meridian, is an "SF-5" Single-family Residential zoned neighborhood of single-family residences.

**CASE HISTORY:** The site was platted as Lots 1 and 3 except the west 10 feet for street, Block H of the South University Place Addition in 1887.

### **ADJACENT ZONING AND LAND USE:**

NORTH:	"LC"	Strip commercial
SOUTH:	"MF-29"	Mobile home, single-family residences
EAST:	"TF-3"	Church, single-family residences
WEST:	"SF-5"	Single-family residences

**PUBLIC SERVICES:** South Meridian is a paved, 4-lane, section-line arterial street with an 80-foot right-of-way at this location. Merton is a paved, 2-lane local/residential street at this location. The application area has one access point from Meridian, one access point from Merton, and access from the alley east of the property. All normal utilities are available at the site.

**CONFORMANCE TO PLANS/POLICIES:** The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Urban Residential." The Urban Residential category includes all densities of residential development found within the urban municipality. The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development



should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses; commercial uses should locate in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets. The application area is within the Stanley/Alley Neighborhood Association. No neighborhood plans exist at this location.

The City of Wichita Access Management Policy would require a 200 to 400-foot separation between a Meridian access point on this property and Merton Street. The 50-foot frontage of this property would not allow an access point to Meridian under the Access Management Policy. If the site had no access from Meridian, all commercial traffic would use Merton, a residential street.

The proposed zone change from “MF-29” to “LC” would require conformance to all property development standards of the Unified Zoning Code (UZY). The UZY standards for setbacks, compatibility standards, parking, screening, and landscape requirements would make this small site difficult to develop for commercial purposes within those standards. Without these standards, commercial development on this site could have unmitigated negative impacts on surrounding residential zoned property.

**RECOMMENDATION:** The proposed zone change to LC would permit a number of uses (such as vehicle repair, and drive-through businesses), which may be out of character with nearby residences, and may not fit on the limited site. The proposed zone change would not conform with the Comprehensive Plan Land Use Guide or all of the Commercial Locational Guidelines. Likewise, the small size of this site would make it difficult to develop within the Access Management Policy, or within the UZY standards for setbacks, compatibility standards, parking, screening, and landscape requirements. Based upon information available prior to the public hearings, planning staff recommends that the request be DENIED. However, should the MAPC find this site appropriate for commercial zoning, staff would recommend that a zone change be subject to dedication of access control from S. Meridian, and be approved for “NR” Neighborhood Retail zoning. NR zoning would prohibit vehicle repair, would prohibit drive-through businesses, and would limit restaurant and retail size.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North of Merton on both sides of Meridian are LC zoned strip malls. South of the application area is an MF-29 zoned legal non-conforming mobile home, and MF-29 zoned single-family residences. East of the site is a “TF-3” Two-family Residential zoned church, and TF-3 zoned residences. West of the site, across Meridian, is an “SF-5” Single-family Residential zoned neighborhood of single-family residences.
2. The suitability of the subject property for the uses to which it has been restricted: Under the current zoning, the site could continue to be used for a single-family residence, or could be re-developed with two-family or multi-family residential.



3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would allow all land uses permitted in LC zoning on the site. The affect on nearby residents could be increased traffic, noise, trash, and light from a non-residential use.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Urban Residential”. The Urban Residential category includes all densities of residential development found within the urban municipality. This request does not conform to the Comprehensive Plan Functional Land Use Guide. This request also does not conform to the Commercial Locational Guidelines of the Comprehensive Plan, which discourage commercial “stripping” of arterials, and discourage commercial traffic on local streets.
5. Impact of the proposed development on community facilities: Traffic on both Meridian and Merton could increase as a result of the proposed zone change.

**JESS McNEELY** Planning staff presented staff report. DAB voted 6 to 2 in favor of the LC zoning request.

**HENTZEN** Will this LC zoning affect the uses of the property owner to the south as it is presently zoned?

**McNEELY** No, his property will stay MF-29.

**JOHNSON** What did the DAB approve?

**McNEELY** They voted to approve LC.

**MICHAEL MARKS**, 752 N. Mission Road and owner of this site. He has had a For Rent sign on the property for 8 months. We did get a tenant for small business, and he was arrested by Central Inspection for non-conforming use. The property has been tried as a rental for residential, but it never stayed rented. The owner to the south was opposed to having LC or some kind of business next door; there are 2 other gentlemen present to speak on this. I am in negotiation with the owner to the south to buy this parcel. It is a vacant mobile home and no one lives there. The trash company has been there for many years and behind there is a salvage company. There is a map that shows 12 homes in the area that are vacant. DAB said it was okay for LC.

**McKAY** At present, there is nothing there in the building?

**MARKS** No one wants to rent it.

**MCKAY** Do you have a proposed use or tenant?



**MARKS** The person who got arrested may rent it again. He is trying to make the property into something. Everyone in that neighborhood to the south wants something to happen in Light Commercial.

**HILLMAN** Which staff member was with you at the DAB? Was DAB given a choice between Light Commercial or Neighborhood Retail?

**MARKS** Yes, that is correct.

**MARNELL** In the recommendations to deny, if the commission approved the LC request, it recommended dedication of access control along Meridian. Are you in agreement with that?

**MARKS** Yes, whatever I can to improve the property and fit it into general commercial.

**MARNELL** That would mean close off your access to Meridian; your only access would be to the street to the north.

**MARKS** I would do that.

**HILLMAN** You are in negotiation to purchase the unoccupied property to the south, and it would create a lot more opportunity if you had both properties together. I would recommend that you withdraw your recommendation until you acquire both properties.

**MARKS** If he had whole lot of money that would be a good idea. Some action is needed. Marks distributed a map showing vacant properties in the area.

**DENNIS** If this is granted as Limited Commercial, how would you handle the setbacks and parking requirements?

**MARKS** On the backside of the property, there is enough room to park five cars. On Merton, if they let us widen the garage doors, we could have cars parked right up to building.

**DENNIS** Staff, is there enough room for the setbacks and parking requirements?

**McNEELY** The zoning code would require screening from this property to the alley. That would make it very difficult to have access from the alley and have parking there. The use on the site will determine how much parking is needed. This site cannot meet the requirements of the landscape code because landscaping will be required up to the property line. You cannot have parking right up to the property line. Without a site plan to analyze, it is difficult to determine whether it meets all of our codes.

**JOHNSON** Would they have to meet the requirements in order to have a permit issued? They could still screen from across the alley.

**McNEELY** They can still have parking on the east side, but that property is developed and there is not currently any screening.



**JOHNSON** Could be, but we do not know.

**McNEELY** Does not believe that screening can be placed on the other side of the alley.

**JOHNSON** A recent project on south Seneca did the same thing in LC.

**MARKS** If there were some people against this project, you would have a few more people in the negative. No one from the church is here; they received a written notice. An adult bookstore or similar type of business will not be put in there.

**WALTER GRAHAM, 311 MANNY LANE.** Meridian is a major artery, and the traffic count at Pawnee and Meridian is 14,734 and 13,733 at Harry and Meridian. Since the property in question is in the middle, the traffic count is 14,238. The 1600 block is all commercial. The 1800 block is all industrial. The neighborhood has more than 8 abandoned houses within 200 feet of the proposed zoning. Meridian has extreme flooding, and it has improved a lot over the years. He used to own 1736 S. Meridian, which is a two-story duplex. There has not been any new construction in that block for over 28 years. Haggard Trash Service has been operating for 10 years. The mobile home next to Mr. Marks' property has been vacant for 6 months. There are four abandoned cars there now. He owns the property past the mobile home and wanted Light Commercial 20 years ago. If you grant light commercial for Mr. Marks, he will apply for a zone change.

**MITCHELL** Your time is up.

**GRAHAM** Asked for more time.

**HENTZEN** Do you approve of this zoning request?

**GRAHAM** I approve of it because Light Commercial needs to be established on that side of the street. He wants to put up a mechanics shop.

**GENE ALBERS, 3952 SW 160<sup>th</sup> Avenue, Cunningham KS.** My wife's father use to live across the street, but he has passed away. We would like to sell the property, but we cannot sell our property because no one wants to build a house there. This is spot zoning; there is a residential area along a major road with commercial and industrial uses on both ends. No one complained last night about this change. The trailer house cannot be rented out. If the corner lot was commercial, there could be some nice businesses in the area. Now, it is no use to anybody.

**MARKS** The property cannot be used the way that it is. He will work with the access control and landscaping issues.

**MOTION:** To approve for Limited Commercial.

**HILLMAN** moved, **HENTZEN** seconded the motion, and it carried (10-1).

**DENNIS** opposed.



**City of Wichita**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council

**SUBJECT:** ZON2007-57 - City Zone change from “MF-29” Multi-Family to “LC” Limited Commercial. Generally located southeast of the intersection of Meridian and Merton (1702 S. Meridian Ave.) (District IV)

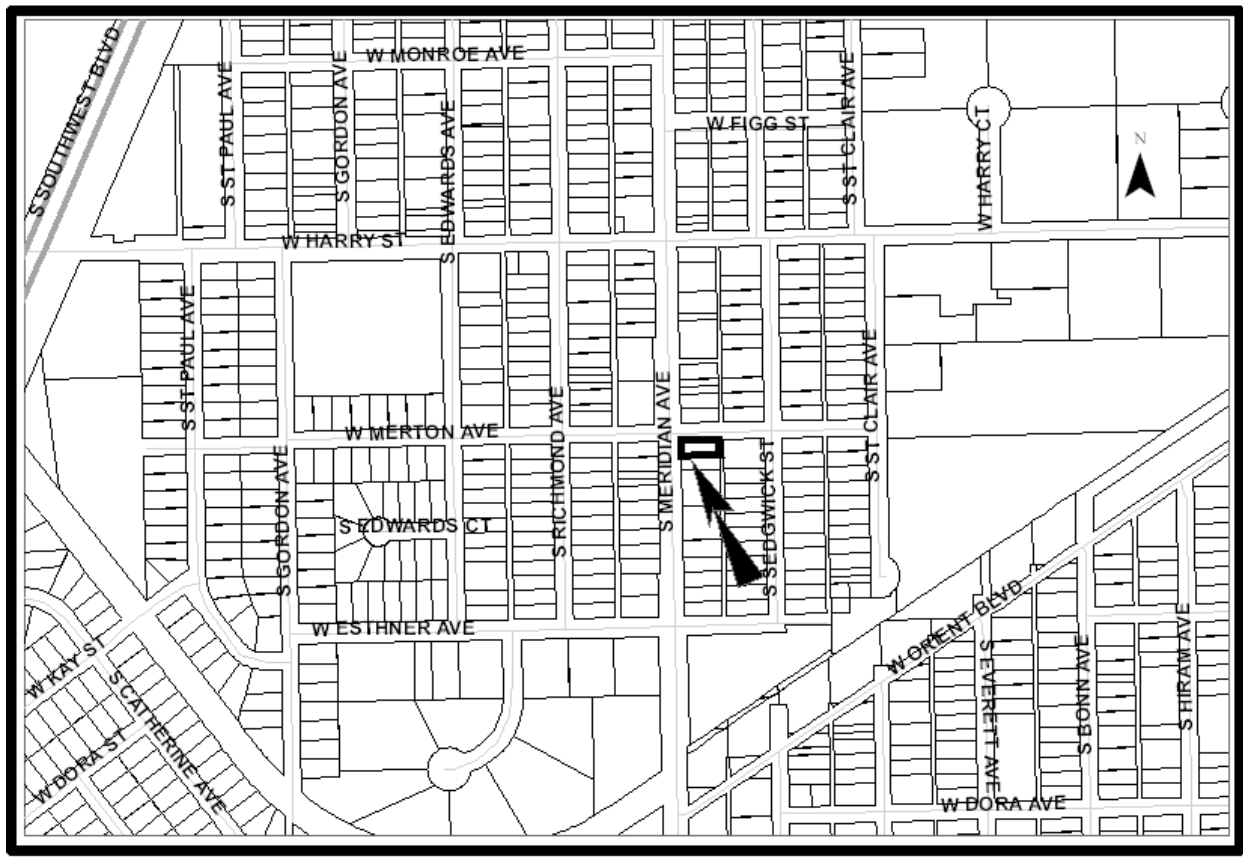
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**MAPC Recommendation:** Approve (10-1).

**DAB IV Recommendation:** Approve (6-2-1).

**MAPD Staff Recommendation:** Deny.





**Background:** The application area has 50 feet of frontage on Meridian with 130 feet of depth along Merton. The site is zoned “MF-29” Multi-family Residential, and it is developed with a single-family residence built in 1950 and a detached garage. The applicant seeks a zone change to “LC” Limited Commercial; the applicant does not specify a future desired LC land use. The proposed zone change to LC would permit a number of uses (such as, vehicle repair and drive-through businesses) which may be out of character with nearby residences, and may not fit on the limited site. The proposed zone change would not conform with the Comprehensive Plan Land Use Guide or all of the Commercial Locational Guidelines. Likewise, the small size of this site would make it difficult to develop within the Access Management Policy or within the UZC standards for setbacks, compatibility standards, parking, screening and landscape requirements.

North of the application area is Merton Street, a local residential street. Merton Street acts as a divider at this location between commercial zoning and development to the north on Meridian, and residential zoning and development to the south on Meridian. North of Merton, on both sides of Meridian, are LC zoned strip malls. South of the application area is an MF-29 zoned legal non-conforming mobile home and MF-29 zoned single-family residences. East of the site is a “TF-3” Two-family Residential zoned church and TF-3 zoned residences. West of the site, across Meridian, is a “SF-5” Single-family Residential zoned neighborhood of single-family residences and vacant properties.

**Analysis:** DAB IV reviewed this request on December 5, 2007; one neighbor spoke in opposition to the request and several neighbors spoke in support. The DAB approved the request. MAPC heard this request on December 6, 2007. The MAPC voted (10-1) to approve the request. Several neighbors spoke at the MAPC hearing in support of the request. No protest petitions have been filed.

**Financial Considerations:** None.

**Goal Impact:** Promote economic vitality.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)



AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2007-00054**

Request for zone change from "SF-5" Single-Family Residential to "LC" Limited Commercial on property described as:

Lot 3, Key's Addition, Wichita, Kansas, Sedgwick County, Kansas, except the west 37.00 feet thereof.

Generally located northwest of the intersection of S. Calhoun Dr. and E. Orme St.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED AT WICHITA, KANSAS,** \_\_\_\_\_

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney



## EXCERPT MINUTES NOVEMBER 15, 2007 MAPC MEETING

4. **Case No.: ZON2007-54/CUP2007-61** – Michael E. Steven and Nevets, Inc., c/o Harold Johnson (owner); Baughman Company, P.A., c/o Russ Ewy (agent.) City zone change from "SF-5" Single-family Residential to "LC" Limited Commercial accompanying the creation of DP-308 Steven's Toyota Community Unit Plan on property described as;

All of Lot 1, Chrysler Addition, Wichita, Kansas, Sedgwick County, Kansas, TOGETHER with all of Lot 1, E.M. Steven's Third Addition, Wichita, Kansas, Sedgwick County, Kansas TOGETHER with Lot 3, Key's Second Addition, Wichita, Kansas, Sedgwick County, Kansas except the west 37.00 feet thereof, TOGETHER with that part of Whittier Road as dedicated in Leoffler Addition to Wichita, Kansas and that part of Whittier Road as dedicated in Keys Addition to Wichita, Kansas, lying south of and abutting the following described line: Beginning at the Northwest corner of Lot 1 in said E.M. Steven's Third Addition; thence westerly along the extended north line of said Lot 1, 60.00 feet to a point on the east line of Lot 1 in said Chrysler Addition, and there ending, and lying north of an abutting the following described line: Beginning at the most westerly Southwest corner of Lot 1 in said E.M. Steven's Third Addition, said most westerly Southwest corner also being the Northwest corner of Lot 1, Keys Second Addition to Wichita, Kansas; thence westerly along the extension of that part of the south line of Lot 1 in said E.M. Steven's Third Addition that is common with the north line of Lot 1 in said Leys Second Addition, 60.00 feet to a point on the east line of Lot 1 in said Chrysler Addition, and there ending. Generally located south and west of the intersection of Calhoun Drive and Kellogg Avenue (US-54.)

**BACKGROUND:** The applicant proposes to create DP-308 Mike Steven Motors Community Unit Plan, containing approximately 7.5 acres on the block of property bounded by Kellogg Drive on the north, Gouverneur Road on the west, Calhoun Drive on the east with SF-5, residentially developed property to the south. Concurrently, 0.15 acre of the property zoned SF-5 would need to be rezoned to LC so that the majority of the CUP would be designated as LC, 0.5-acre of the subject property is zoned GC. One lot along Whittier Road, zoned SF-5, is excluded from this request and is owned by another private property owner.

The majority of this tract already is zoned LC and used for an automobile dealership. The proposed vacation of Whittier Road would consolidate the Mike Steven Motors holdings and triggers the need for a CUP since the overall tract would exceed six acres of LC zoning. The proposed use for the CUP is auto sales and leasing and associated uses. The east half of the site, platted as E.M Stevens 3<sup>rd</sup> Addition with one lot in the Keys 2<sup>nd</sup> Addition, consists of a showroom, service building and vehicle storage facilities. The existing structure, on the east half of the site, is proposed to be expanded and used as the main showroom, service building and vehicle storage facility. The west half of the site, platted as Chrysler Addition, currently has an existing service and showroom building which is proposed to be removed for additional vehicle display. The approval of the CUP is contingent on the vacation of S. Whittier Road, which currently divides the proposed CUP in half. With the vacation of the stretch of road, the CUP will become one whole parcel for the automobile dealership.

Maximum building coverage would be 30 percent and maximum gross floor area would be 35 percent. An exception to the setbacks could be made since the existing structure on the east part of the property is currently setback 10 feet from the east side property line and the planned addition to the existing structure would be setback 15 feet from the rear property line. Other than those two locations, the remainder of the setbacks within the CUP should be 35 feet. Maximum building height would be 35 feet. Signs shall be spaced a minimum of 150 feet apart except that the spacing between two signs on Kellogg that may be reduced to 120 feet. Building wall signs are prohibited on facades facing Gouverneur Road, Calhoun Drive, and the south towards the residential development. Freestanding signs shall be prohibited within



## EXCERPT MINUTES NOVEMBER 15, 2007 MAPC MEETING

the south 145 feet of Governour Road, within the south 100 feet of Calhoun Road, except for directional signs denoting parking spaces within the property. Outdoor speaker systems and elevated platforms for vehicle display would be prohibited in accordance to Unified Zoning Code Article III, Section III-D.6.x.

Access control shall be as shown on the plan. Dedication of access control shall be granted by separate instrument or by replatting the property. Access drives spaced less than 50 feet apart along Kellogg Drive shall be consolidated into a single access point. Requested screening on the south property line and southwest corner of the property, adjacent to residential zoning, would be with a six to eight foot high concrete wall with a planting screen of evergreen trees at a rate of one tree per 20 linear feet in between the property line and the concrete wall.

The Kellogg freeway borders the property on the north. The land north of the freeway is developed as an automobile dealership with "PUD," Planned Unit Development, zoning, Town East Square, zoned LC, is located northeast of the site and the residential enclave, Eastborough, is located northwest of the subject site. To the east of the site is a hotel and restaurant, zoned LC and "GO," General Office. Another automobile dealership on property zoned LC is located west of Governour Road. All property to the south is zoned "SF-5" Single-family Residential and is developed with single-family residences.

**CASE HISTORY:** Two plats are in effect on the property: E.M. Stevens 3<sup>rd</sup> Addition, recorded October 15, 1985; and Chrysler Addition, recorded March 10, 1970. Property rezoned since 1960 include Z-2329 from BB to LC (E.M. Stevens Third Addition), Z-2612 from AA to LC (E.M. Stevens Third Addition), Z-3008 from C to LC and LC to C (Chrysler Addition,) and Z-3024 from LC to C (Chrysler Addition.) BZA24-81 and BZA 4-84 were approved requests to permit the expansion of a new and used car sales lot, and BZA 59-85 was a request to amend a previously approved exception for a new or used car sales lot.

### **ADJACENT ZONING AND LAND USE:**

NORTH:	LC, PUD, Eastborough	Kellogg freeway, Single-family, shopping center, automobile dealership
EAST:	LC	Hotel with restaurant
SOUTH:	SF-5	Single-family residential
WEST:	LC	Automobile dealership

**PUBLIC SERVICES:** Kellogg Drive is a one-way arterial frontage road for the Kellogg freeway (US-54) that is serviced from the Woodlawn on and off ramps. Traffic counts were not available for the frontage road. Other municipal services are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "regional commercial," which is the type of development proposed. The property south of the subject site is shown as "urban residential." **Commercial Objective III.B** encourages future commercial areas to: "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." The tract has good access due to its location on Kellogg. Access control would be requested on Governour Road and the northern 425 feet of Calhoun Drive. **Strategy III.B.3** seeks to reduce access points along arterial streets; the number of access points requested on the CUP is to be in alignment with the arterial separation standards of the Access Management Policy. **Commercial Locational Guideline #1** of the Comprehensive Plan recommends that commercial sites should be located adjacent to arterial streets. The proposed development complies with this guideline. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use. The proposed CUP restricts signage, the height of parking lot lighting to 15 feet and the prohibition of outdoor speakers in the CUP.



## EXCERPT MINUTES NOVEMBER 15, 2007 MAPC MEETING

**RECOMMENDATION:** Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to replatting within one year, and subject to the following conditions:

- A. APPROVE the zone change (ZON2007-54) to LC Limited Commercial subject to replatting or dedication of access controls within one year;
- B. APPROVE the Community Unit Plan (DP-308), subject to the conditions of the CUP attached hereto and the following conditions:
  - 1. Parcel 1 shall be subject to the Unified Zoning Code Article III, Section III-D.6.x.
  - 2. Upon approval of the CUP, BZA59-85 and BZA39-65 shall be deemed superseded by the CUP requirements.
  - 3. A replat or dedication of access control to eliminate one access point on Kellogg as shown on the CUP shall be completed and the owner shall guarantee closure of the one drive. There will be one major access point along Kellogg Drive.
  - 4. A replat or dedication of access control to provide access control on Gouverneur Road, allowing one access opening, and access control along Calhoun Drive, allowing three access openings.
  - 5. Add to General Provision #2 that signs shall be spaced a minimum of 150 feet apart except that the spacing between two signs on Kellogg that may be reduced to 120 feet. Add that building wall signs are prohibited on facades facing towards the residential development south of the subject site. Freestanding signs shall be prohibited within the south 145 feet of Gouverneur Road, and within the south 100 feet of Calhoun Drive, except for directional signs denoting parking spaces within the property.
  - 6. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
  - 7. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
  - 8. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
  - 9. The applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-308) includes special conditions for development on this property.
  - 10. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

- 1. The zoning, uses and character of the neighborhood: The Kellogg freeway borders the property on the north. The land north of the freeway is developed with an automobile dealership with "PUD," Planned Unit Development, zoning, Town East Square, zoned "LC," Limited Commercial, is located northeast of the site and the residential enclave, Eastborough, is located northwest of the subject site. To the east of the site is a hotel and restaurant, zoned LC and "GO," General Office. Another automobile dealership on property zoned LC is west of Gouverneur



## EXCERPT MINUTES NOVEMBER 15, 2007 MAPC MEETING

Road. All property to the south is zoned “SF-5” Single-family Residential and in single-family residential use.

2. The suitability of the subject property for the uses to which it has been restricted: The area is most suitable for the LC zoning and uses so long as sufficient buffering and screening is provided along the south property line to protect the single-family residential neighborhood to the south.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The remaining property owner on property zoned SF-5 will be most affected by the rezoning as this property will be surrounded by intensive commercial use. The buffering and screening will provide some visual separation to the single-family homes on Gouverneur Road and to the south on Whittier Road and Calhoun Drive.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “regional commercial,” which is the type of development proposed. The property south of the subject site is shown as “urban residential”. **Commercial Objective III.B** encourages future commercial areas to: “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses.” The tract has good access due to its location on Kellogg. Access would be prohibited on Gouverneur Road and the northern 425 feet of Calhoun Drive. **Strategy III.B.3** seeks to reduce access points along arterial streets; the number of access points requested on the CUP is to be in alignment with the arterial separation standards of the Access Management Policy. **Commercial Locational Guideline #1** of the Comprehensive Plan recommends that commercial sites should be located adjacent to arterial streets. The proposed development complies with this guideline. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use. The proposed CUP restricts signage, the height of parking lot lighting to 15 feet and the prohibition of outdoor speakers in the CUP.
5. Impact of the proposed development on community facilities: As proposed, no significant impacts.

**BISHOP** Asked if item #9 is the case that is associated with the previous plat that we deferred?

**MITCHELL** Yes.

**DERRICK SLOCUM** Planning staff presented the staff report.

**DOWNING** For the closing of Whittier Street, does that currently open onto Kellogg as a public street?

**SLOCUM** Yes, it did onto Kellogg Drive.

**DOWNING** If we do not close it, will it open onto Kellogg Drive?

**SLOCUM** Yes.

**DOWNING** This will include the closing of a public street, Whittier?

**SLOCUM** Yes.



## EXCERPT MINUTES NOVEMBER 15, 2007 MAPC MEETING

**SCHLEGEL** In approving the zoning and CUP today, you would not be closing Whittier. That is part of the plat, the item that was deferred.

**GISICK** The Fire Chief requested that we add or remove a hydrant. Is that part of this request?

**SLOCUM** That is a platting issue.

**HILLMAN** What did neighborhood DAB think of this request?

**SLOCUM** DAB hearing is Monday Dec 3. They have not heard this, yet.

**RUSS EWY, BAUGHMAN COMPANY** With previous cases for car dealerships, we have come into conflict with the Office of Central Inspection concerning what is a car wash and what is an accessory detailing service as part of the dealership. I thought it was important for us to understand there was some confusion. For the record, when we discuss car wash or vehicle detailing as part of a dealership, it is not for the public and is simply a use for the dealership as a customer service.

**BISHOP** Has there been any direction in terms of not having outdoor speakers and lighting?

**EWY** It is part of condition #1. This is a broad base of restrictions for car dealerships.

**STEVE BIRD, 663 WHITTIER REPRESENTING HIS DAUGHTER** When his daughter bought a house 2 years ago, it was purchased because it was not on a dead-end street. She does not like living on a dead-end street. That is my only opposition.

**GREG FERRIS** I have been working with the Toyota dealership on this project. I just wanted to address the closure of Whittier because it is intimately involved with the CUP. If there was not any closure of Whittier there would not be any access control, and we would not be here. We met with staff, it was determined that a CUP and replatting were the appropriate processes. As part of the record, a letter has been mailed to everyone living along Whittier and three houses along Gilbert of our intention to vacate Whittier. Ms. Byrd is the only owner resident on Whittier that does not strongly support or oppose the closure of Whittier. This creates more of a neighborhood for them because the traffic from the commercial uses makes it impossible. There were seven people I was not able to reach. I wanted you to be aware that it is not a surprise that we're closing Whittier. Part of the CUP is closing the road. The reason we did not go to the DAB is that it was determined that it was a case that did not need to go to the DAB. Since that time, there have been some questions. We will be going to the DAB during December before the plat is returned to you. If Whittier does not close, there will be access to Kellogg Drive. In the future, you will only be able to go east.

**MITCHELL** Disclosed receipt of opposition letter from Chuck Lambertz

**MOTION:** To approve subject to staff recommendation.

**MARNELL** moved, **BISHOP** seconded the motion, and it carried (10-0).

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**City of Wichita**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council

**SUBJECT:** CUP2007-61 Associated with ZON2007-54– Create DP- Mike Steven Motors Community Unit Plan; zone change to “LC” Limited Commercial. Generally located between Kellogg Drive, Gouverneur Road, and Calhoun Drive. (District II)

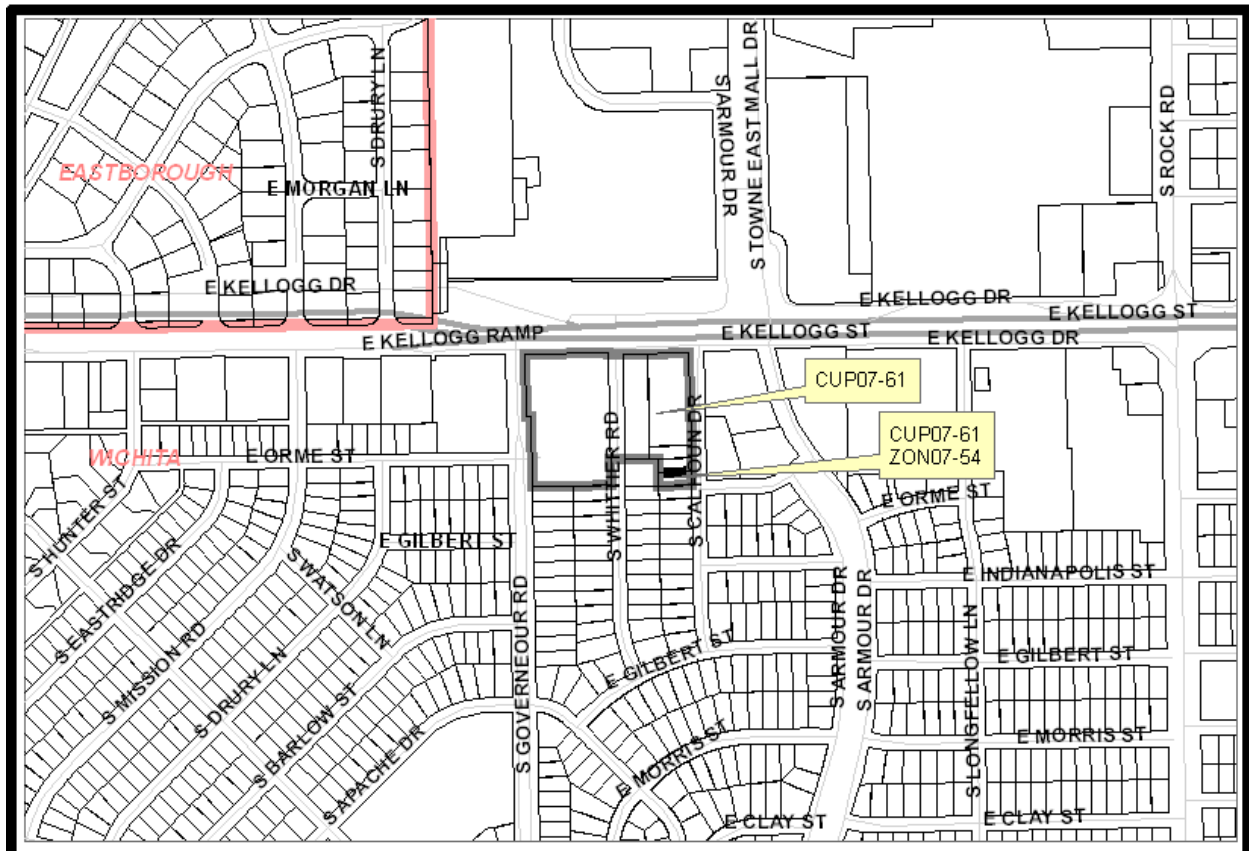
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**MAPC Recommendations:** Approve, subject to staff recommendations (11-0).

**MAPD Staff Recommendations:** Approve, subject to replatting or dedication of access control within one year.

**DAB Recommendations:** Was heard at the DAB II meeting, but no recommendations were made.





**Background:** The applicant proposes to create DP-308 Mike Steven Motors Community Unit Plan, containing approximately 7.5 acres on the block of property bounded by Kellogg Drive on the north, Gouverneur Road on the west, Calhoun Drive on the east with SF-5, residentially developed property to the south. Concurrently, 0.15 acre of the property zoned SF-5 would need to be rezoned to LC so that the majority of the CUP would be designated as LC, 0.5-acre of the subject property is zoned GC. One lot along Whittier Road, zoned SF-5, is excluded from this request and is owned by another private property owner.

The majority of this tract already is zoned LC and used for an automobile dealership. The proposed vacation of Whittier Road would consolidate the Mike Steven Motors holdings and triggers the need for a CUP since the overall tract would exceed six acres of LC zoning. The proposed use for the CUP is auto sales and leasing and associated uses. The east half of the site, platted as E.M Stevens 3<sup>rd</sup> Addition with one lot in the Keys 2<sup>nd</sup> Addition, consists of a showroom, service building and vehicle storage facilities. The existing structure, on the east half of the site, is proposed to be expanded and used as the main showroom, service building and vehicle storage facility. The west half of the site, platted as Chrysler Addition, currently has an existing service and showroom building which is proposed to be removed for additional vehicle display. The approval of the CUP is contingent on the vacation of S. Whittier Road, which currently divides the proposed CUP in half. With the vacation of the stretch of road, the CUP will become one whole parcel for the automobile dealership.

Maximum building coverage would be 30 percent and maximum gross floor area would be 35 percent. An exception to the setbacks could be made since the existing structure on the east part of the property is currently setback 10 feet from the east side property line and the planned addition to the existing structure would be setback 15 feet from the rear property line. Other than those two locations, the remainder of the setbacks within the CUP should be 35 feet. Maximum building height would be 35 feet. Signs shall be spaced a minimum of 150 feet apart except that the spacing between two signs on Kellogg that may be reduced to 120 feet. Building wall signs are prohibited on facades facing Gouverneur Road, Calhoun Drive, and the south towards the residential development. Freestanding signs shall be prohibited within the south 300 feet of Gouverneur Road, within the south 300 feet of Calhoun Road, except for directional signs denoting parking spaces within the property. Outdoor speaker systems and elevated platforms for vehicle display would be prohibited in accordance to Unified Zoning Code Article III, Section III-D.6.x.

Access control shall be as shown on the plan. Dedication of access control shall be granted by separate instrument or by replatting the property. Access drives spaced less than 50 feet apart along Kellogg Drive shall be consolidated into a single access point. Requested screening on the south property line and southwest corner of the property, adjacent to residential zoning, would be with a six to eight foot high concrete wall with a planting screen of evergreen trees at a rate of one tree per 20 linear feet in between the property line and the concrete wall.

The Kellogg freeway borders the property on the north. The land north of the freeway is developed as an automobile dealership with "PUD," Planned Unit Development, zoning, Town East Square, zoned LC, is located northeast of the site and the residential enclave, Eastborough, is located northwest of the subject site. To the east of the site is a hotel and restaurant, zoned LC and "GO," General Office. Another automobile dealership on property zoned LC is located west of Gouverneur Road. All property to the south is zoned "SF-5" Single-family Residential and is developed with single-family residences.

**Analysis:** At the District II Advisory Board meeting held December 3, 2007, DAB II did not vote on the case to recommend approval or denial since the DAB members decided that they did not have a quorum. At the MAPC meeting held November 15, 2007, MAPC voted (10-0) to approve subject to staff recommendations. There was one citizen that spoke in opposition of the application and one citizen sent in a letter of opposition. No protest petitions have been received in opposition to the zone change and CUP as a project.



The MAPC recommendation was to APPROVE, subject to replatting or dedication of access control within one year and subject to the following conditions:

- A. APPROVE the zone change (ZON2007-54) to LC Limited Commercial subject to replatting or dedication of access controls within one year;
- B. APPROVE the Community Unit Plan (DP-308), subject to the conditions of the CUP attached hereto and the following conditions:
  - 1. Parcel 1 shall be subject to the Unified Zoning Code Article III, Section III-D.6.x.
  - 2. Upon approval of the CUP, BZA59-85 and BZA39-65 shall be deemed superseded by the CUP requirements.
  - 3. A replat or dedication of access control to eliminate one access point on Kellogg as shown on the CUP shall be completed and the owner shall guarantee closure of the one drive. There will be one major access point along Kellogg Drive.
  - 4. A replat or dedication of access control to provide access control on Gouverneur Road, allowing one access opening, and access control along Calhoun Drive, allowing three access openings.
  - 5. Add to General Provision #2 that signs shall be spaced a minimum of 150 feet apart except that the spacing between two signs on Kellogg that may be reduced to 120 feet. Add that building wall signs are prohibited on facades facing towards the residential development south of the subject site. Freestanding signs shall be prohibited within the south 145 feet of Gouverneur Road, and within the south 100 feet of Calhoun Drive, except for directional signs denoting parking spaces within the property.
  - 6. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
  - 7. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
  - 8. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
  - 9. The applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-308) includes special conditions for development on this property.
  - 10. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

- 1. Adopt the findings of the MAPC and approve the zone change subject to replatting or dedication of access control within one year; withhold the publication of the ordinance until conditions of approval have been met; or
- 2. Return the application to the MAPC for reconsideration.



(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)



**CERTIFICATE OF PETITION**

We, John E. Dugan Family Partnership, LP, owners of Lots 1-3, Westport Third Addition, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Water Line Improvements
2. Street Paving

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Lots 1-3, Westport Third Addition, may be subject to special assessments thereto for the cost of constructing the above described improvements.

Signed this the 10th day of December, 2007

John E. Dugan Family Partnership, LP

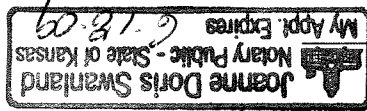
By: [Signature]  
John E. Dugan, Manager  
John E. Dugan Family Partnership, LP

STATE OF KANSAS  
)  
( SS  
)  
COUNTY OF SEDGWICK

BE IT REMEMBERED, That on this 10th day of December, 2007, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came John E. Dugan, Manager, John E. Dugan Family Partnership, LP, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

[Signature]  
Notary Public



My Commission Expires: 6-18-09



**NOTICE OF PROTECTIVE OVERLAY**

THIS NOTICE made this 18th day of December, 2007, by John E. Dugan, Manager, John E. Dugan Family Partnership, LP, hereinafter called "Declarants,"

WITNESSETH

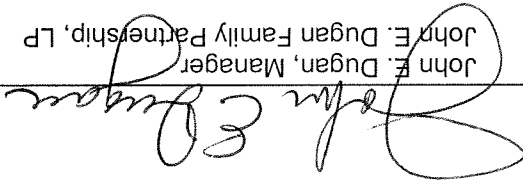
WHEREAS, Declarants are the owners of the following-described property:

Westport Third Addition, an Addition to Wichita, Sedgwick County, Kansas

WHEREAS, Declarants are desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #167) per zone change case ZON 2005-52 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Westport Third Addition.

EXECUTED the day and year first written above.

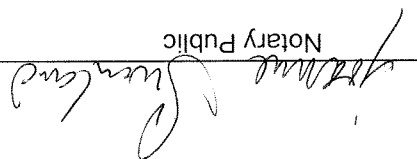
By:   
John E. Dugan, Manager  
John E. Dugan Family Partnership, LP

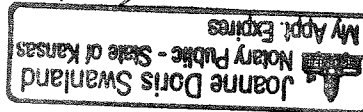
STATE OF KANSAS  
COUNTY OF SEDGWICK  
)  
SS: )

BE IT REMEMBERED, that on this 18th day of December, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, John E. Dugan, Manager, John E. Dugan Family Partnership, LP, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

  
\_\_\_\_\_  
Notary Public



(My Appointment Expires: 6-18-09)

SEAL



Published in The Wichita Eagle on \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON 2005-52**

Request for a zone change from “LC” Limited Commercial District to “GC” General Commercial District and to PO # 167, for property described as:

Lots 1, 2 and 3, Block A, Westport 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas.

Generally located west of Tyler Road and on the north side of Kellogg..

**SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #167:**

- (1) The development parcel contains 5.22 net acres, more or less.
- (2) Restricted uses: group residence, correctional placement residence (limited and general), group home (limited, general, and commercial), communication tower (commercial), kennel (boarding/breeding/training, and hobby), night club, riding academy or stable, tattooing and body piercing facility, tavern and drinking establishment, outdoor vehicle repair, asphalt and concrete plant, gas and fuel storage, rock crushing, and solid waste incinerator.
- (3) The transfer of title on all or any portion of the land included in the development does not constitute a termination of the overlay or any portion thereof; but said overlay shall run with the land for development and be binding upon the present land owners, their successor and assigns and their lessees unless amended. However, the Planning Direct, with concurrence of the Superintendent of Central Inspection, may approve minor adjustments to the conditions of the overlay, consistent with the approved development plan, without filing a formal ordinance amendment.
- (4) Landscape and Parking Lot Screening – Shall be in accordance with the City of Wichita Landscape Ordinance, including but not limited to a landscaped street yard and parking lot landscaping and screening along Kellogg Drive, Seville Avenue and Dubon Avenue. Additionally, the rate of plant materials on Dubon Avenue shall be calculated at a rate of one shade tree required per 40 feet of lineal frontage along Dubon, with this requirement being met by a minimum of at least one-third evergreen plant material; two ornamental trees or ten shrubs shall be equivalent to one shade tree and may be substituted for shade trees except that no more than one-third of the total requirement may be met by shrubbery plant material. A landscape plan, prepared by a Landscape Architect licensed in the State of Kansas, indicating the location, type, and specification of plant material shall be submitted to the planning department for its review and approval prior to the issuance of any building permit(s). The site shall be screened along Dubon Avenue by way of building walls and solid screening walls. Building walls seen from ground level along Dubon Avenue shall not have visible windows, doors, or utility meters or boxes, but shall give the appearance of solid masonry screening wall of the same material, texture and color as the buildings walls and be connected to the buildings walls. The screening walls shall be a minimum of 8' in height and set back at least 20' from the



right-of-way. Landscaping will be required along Dubon Avenue and shall be in accordance with the City of Wichita Landscape Ordinance, except that Dubon Avenue right-of-way may be used for meeting the landscaping requirements; any improvements in the right-of-way shall require review by Public Works, and may require a minor street privilege.

- (5) Minimum Setback Requirements: front setback - 20 feet; side setback – 0 feet; rear setback – 0 feet for building; 20 feet for screening wall.
- (6) All signs shall be per Wichita Sign Code for property zoned “LC”. No portable or off-site signs allowed. No signs shall be allowed on the north side of the buildings, facing Dubon Avenue, nor on the west façade facing Seville Avenue except within the southernmost 20 feet of the façade.
- (7) Parking – Shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code (“UZC”).
- (8) Architectural Control – All buildings shall have the same predominate exterior building materials with consistent architectural character, color and texture, and consistent lighting design (fixtures, poles, lamps, etc.) as approved by the Planning Director. There shall be no predominately metal façades on any buildings. Light standards shall be a maximum height of 25 feet and consistent in pole and fixture throughout the development. No freestanding light standards shall be allowed on Dubon Avenue; building wall lighting shall be limited to 15 feet in height and shall have directional shielding to prevent light spillage onto residential zoning districts.
- (9) An owners association agreement providing for the maintenance of reserves, open spaces, internal devices, parking areas, drainage areas, etc. shall be filed by the time the plat is filed of record.
- (10) All drainage ways and easements shall be determined at the time of platting.
- (11) Loading areas, trash receptacles, outdoor storage, and docks shall be screened from ground level view. Mechanical equipment on top of buildings shall be screened to the height of the unit. Screening of all trash dumpsters and mechanical equipment will be constructed to match the buildings they support and no trash dumpsters shall be allowed along Dubon. Outdoor storage shall be screened such that no stored material protrudes above the top of the screening. In those cases where these requirements are more stringent than the UZC, it shall be deemed that these requirements shall govern.
- (12) The development of this property shall proceed in accordance with the development plan as recommended for approval by the Metropolitan Area Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Planning Director, shall constitute a violation of the building permit authorizing construction of the proposed development.
- (13) Outdoor speakers and sound amplification systems shall not be permitted on the site.
- (14) Maximum height – 35 feet; maximum building coverage – 30 percent; maximum gross floor area – 35 percent.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.**



**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON THE **SOUTH HALF OF DUBON BETWEEN SEVILLE AND BYRON (WEST OF TYLER, NORTHOF KELLOGG) 472-84648** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON THE **SOUTH HALF OF DUBON BETWEEN SEVILLE AND BYRON (WEST OF TYLER, NORTHOF KELLOGG) 472-84648** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on the **south half of Dubon between Seville and Byron (west of Tyler, north of Kellogg) 472-84648.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Thirty-Six Thousand Dollars (\$136,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2007** exclusive of the costs of temporary financing.



SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**WESTPORT 3RD ADDITION**

Lots 1 through 3, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of



\_\_\_\_\_, 2008.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90357 (WEST OF TYLER, NORTH OF KELLOGG)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90357 (WEST OF TYLER, NORTH OF KELLOGG)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90357 (west of Tyler, north of Kellogg)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighteen Thousand Dollars (\$18,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**WESTPORT 3RD ADDITION**

Lot 3, Block A



SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2008

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CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK  
(SEAL)



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** SUB 2006-18 -- Plat of Westport Third Addition located west of Tyler Road and on the north side of Kellogg. (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)

**Background:** This site, consisting of three lots on 5.2 acres, is located within Wichita's city limits. A zone change request (ZON 2005-52) from "LC" Limited Commercial District to "GC" General Commercial District has been approved for this site. A Protective Overlay (PO #167) has also been approved for this site addressing uses, landscape and parking lot screening, setbacks, signs, architectural controls, outside storage and building height. A Notice of Protective Overlay has also been submitted identifying the approved Protective Overlay and the special conditions for development on this property.

**Analysis:** Petitions, 100 percent, and a Certificate of Petitions have been submitted for water and paving improvements.

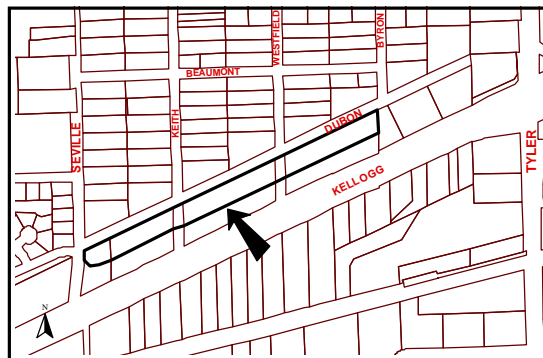
The Planning Commission has approved the plat, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** The Notice of Protective Overlay and Certificate of Petitions will be recorded with the Register of Deeds.

**Recommendations/Actions:** Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.





CERTIFICATE

Sedgwick County ) SS  
State of Kansas )

We, Kurt Bachman, Member, and Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company, owners and platfords of the Moorings 10<sup>th</sup> Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petition (1)
2. Water Distribution System Petition (1)
3. Sanitary Sewer Lateral Petition (1)
4. Storm Water Sewer Petition (1)
5. Drainage Petition (1)
6. Bridge Petition (1)

As a result of the above mentioned petitions for improvements, lots within the Moorings 10<sup>th</sup> Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 19 day of November, 2007.

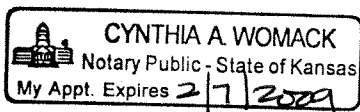
CBB NORTHLAGES, LLC,  
A Kansas Limited Liability Company

By: [Signature]  
Kurt Bachman, Member

By: [Signature]  
Brad Bachman, Member

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this 19 day of November, 2007, before me a Notary Public in and for said State and County, came Kurt Bachman, Member, and Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2009



### RESTRICTIVE COVENANT

This covenant, executed this 19 day of November, 2007.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as the Moorings 10<sup>th</sup> Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, the establishment of an owners association, providing off-street parking, and providing for the maintenance of drainage reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Moorings 10<sup>th</sup> Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. There shall be provided for each dwelling unit located on any of the following lots a total of not less than four off-street parking spaces for automobiles which may include garages and driveways, to wit: Lots 16 & 17, Block 1; Lots 7 through 10, Block 2; and Lots 1 through 5, Block 5.
6. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
7. In the event that the Undersigned or the association, its' successors or assigns, shall fail to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to said Reserves dedicated for Drainage, the City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent said Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the



obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against said Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 19 day of November, 2007.

**CBB NORTHLAKES, LLC,**  
**A Kansas Limited Liability Company**

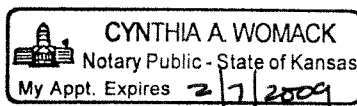
By: Kurt Bachman  
Kurt Bachman, Member

By: Brad Bachman  
Brad Bachman, Member

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this 19 day of November, 2007, before me, a notary public in and for said County and State, came Kurt Bachman, Member & Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.

Signed this 19 day of November, 2007.



Cynthia A. Womack  
Notary Public

My Appointment Expires: February - 7, 2009



### OFF-SITE DRAINAGE EASEMENT

THIS EASEMENT made this 19 day of November, 2007, by CBB NORTHLAKES, LLC, A Kansas Limited Liability Company of the first part and the City of Wichita, Kansas, of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right of way and easement, for the purpose of constructing, maintaining and repairing their utilities and drainage systems, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land lying in the North half of the North Half of Section 24, Township 26 South, Range 1 West, of the 6<sup>th</sup> Principal Meridian, Sedgwick County, Kansas; said tract being more particularly described as follows:

COMMENCING at the north quarter corner of said Section 24, thence on an assumed basis of bearings S00°00'00"E, 1014.22 feet to the POINT OF BEGINNING at thence N90°00'00"E, 1285.34 feet to the east line of a Drainage Dedication being on a point on a non-tangent curve to the left; thence along said curve 96.38 feet to the northeast most corner of The Moorings 10<sup>th</sup> Addition, an addition to Wichita, Sedgwick County, Kansas, said curve having a central angle of 04°22'25", a radius of 1262.63 feet, and a long chord distance of 96.36 feet, bearing S10°38'42"E; thence along the north lines of said addition for the next nine courses, S66°16'15"W, 200.34 feet to a point on a non-tangent curve to the right; thence along said curve 11.72 feet, said curve having a central angle of 31°15'01", a radius of 21.48 feet, and a long chord distance of 11.57 feet, bearing S27°04'29"E; thence S54°52'20"W, 62.46 feet; thence S66°16'15"W, 227.79 feet to a point on a non-tangent curve to the left; thence along said curve 201.44 feet to a reverse curve to the right, said curve to the left having a central angle of 11°12'58", a radius of 1029.00 feet, and a long chord distance of 201.11 feet, bearing N89°32'08"W; thence along said reverse curve to the right 211.64 feet to a reverse curve to the left, said reverse curve to the right having a central angle of 44°44'45", a radius of 271.00 feet, and a long chord distance of 206.30 feet, bearing N72°46'14"W; thence along said reverse curve to the left 546.91 feet to a reverse curve to the right, said reverse curve to the left having a central angle of 42°59'03", a radius of 729.00 feet, and a long chord distance of 534.17 feet, bearing N 71°53'24"W; thence along said reverse curve to the right 128.64 feet to a reverse curve to the left, said reverse curve to the right having a central angle of 27°11'48", a radius of 271.00 feet, and a long chord distance of 127.43 feet, bearing N79°47'01"W; thence along said curve 284.73 feet, said curve having a central angle of 22°22'43", a radius of 729.00 feet, and a long chord distance of 282.93 feet, bearing N77°22'29"W; thence N90°00'00"E, 441.97 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 292,026 square feet or 6.7 acres of land, more or less.

And said party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing their utilities and drainage systems.



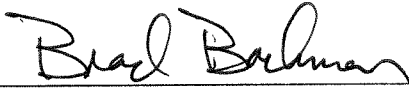
IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

**CBB NORTHLAKES, LLC,  
A KANSAS LIMITED LIABILITY COMPANY**

By:

  
Kurt Bachman, Member

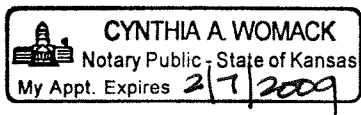
By:

  
Brad Bachman, Member

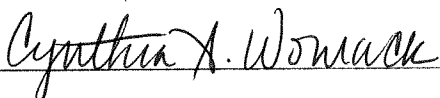
STATE OF KANSAS, SEDGWICK COUNTY } ss:

Personally appeared before me a notary public in and for the County and State aforesaid Kurt Bachman, Member, and Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 19 day of November, 2007.



Notary Public:



My Appointment Expires:

February 7, 2009

Upon recording mail to:

MKEC Engineering Consultants, Inc.  
411 N. Webb Rd. Wichita, KS 67206



132019

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **BRIDGE ON WESTPORT (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84643** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **BRIDGE ON WESTPORT (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84643** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a **bridge on Westport (south of 53rd St. North, west of Meridian) 472-84643.**

Said bridge shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Two Hundred Thirty-Eight Thousand Dollars (\$238,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



### **MOORINGS 10TH ADDITION**

Lots 2 through 18, Block 1  
Lots 1 through 10, Block 2  
Lots 1 through 24, Block 3  
Lots 1 through 23, Block 4  
Lots 1 through 5, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; MOORINGS 10TH ADDITION shall each pay 106/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4; MOORINGS 10TH ADDITION shall each pay 161/10,000 of the total cost payable by the improvement district; Lot 1, Block 5; MOORINGS 10TH ADDITION shall pay 179/10,000 of the total cost payable by the improvement district; and Lots 2 through 5, Block 5; MOORINGS 10TH ADDITION shall each pay 178/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special



Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



132019

First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **BRIDGE ON WESTPORT (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84643** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **BRIDGE ON WESTPORT (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84643** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a **bridge on Westport (south of 53rd St. North, west of Meridian) 472-84643.**

Said bridge shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Two Hundred Thirty-Eight Thousand Dollars (\$238,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



### **MOORINGS 10TH ADDITION**

Lots 2 through 18, Block 1  
Lots 1 through 10, Block 2  
Lots 1 through 24, Block 3  
Lots 1 through 23, Block 4  
Lots 1 through 5, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; MOORINGS 10TH ADDITION shall each pay 106/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4; MOORINGS 10TH ADDITION shall each pay 161/10,000 of the total cost payable by the improvement district; Lot 1, Block 5; MOORINGS 10TH ADDITION shall pay 179/10,000 of the total cost payable by the improvement district; and Lots 2 through 5, Block 5; MOORINGS 10TH ADDITION shall each pay 178/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special



Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 344 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84468** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 344 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84468** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 344 (north of 53rd St. North, west of Meridian) 468-84468**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Ninety-Four Thousand Dollars (\$194,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**MOORINGS 10TH ADDITION**

Lots 2 through 18, Block 1  
Lots 1 through 10, Block 2  
Lots 1 through 24, Block 3  
Lots 1 through 23, Block 4  
Lots 1 through 5, Block 5



SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; MOORINGS 10TH ADDITION shall each pay 106/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4; MOORINGS 10TH ADDITION shall each pay 161/10,000 of the total cost payable by the improvement district; Lot 1, Block 5; MOORINGS 10TH ADDITION shall pay 179/10,000 of the total cost payable by the improvement district; and Lots 2 through 5, Block 5; MOORINGS 10TH ADDITION shall each pay 178/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.



PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 641 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84469** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 641 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84469** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 641 (south of 53rd St. North, west of Meridian) 468-84469**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Fifty-One Thousand Dollars (\$251,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**MOORINGS 10TH ADDITION**

Lots 2 through 18, Block 1  
Lots 1 through 10, Block 2  
Lots 1 through 24, Block 3  
Lots 1 through 23, Block 4  
Lots 1 through 5, Block 5



SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; MOORINGS 10TH ADDITION shall each pay 106/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4; MOORINGS 10TH ADDITION shall each pay 161/10,000 of the total cost payable by the improvement district; Lot 1, Block 5; MOORINGS 10TH ADDITION shall pay 179/10,000 of the total cost payable by the improvement district; and Lots 2 through 5, Block 5; MOORINGS 10TH ADDITION shall each pay 178/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.



PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90356 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90356 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90356 (south of 53rd St. North, west of Meridian)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Eighty-Seven Thousand Dollars (\$187,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



### **MOORINGS 10TH ADDITION**

Lots 2 through 18, Block 1  
Lots 1 through 10, Block 2  
Lots 1 through 24, Block 3  
Lots 1 through 23, Block 4  
Lots 1 through 5, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; MOORINGS 10TH ADDITION shall each pay 106/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4; MOORINGS 10TH ADDITION shall each pay 161/10,000 of the total cost payable by the improvement district; Lot 1, Block 5; MOORINGS 10TH ADDITION shall pay 179/10,000 of the total cost payable by the improvement district; and Lots 2 through 5, Block 5; MOORINGS 10TH ADDITION shall each pay 178/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.



SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_day of\_\_\_\_\_, 2007

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK  
(SEAL)



132019

First Published in the Wichita Eagle on

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 14, MAIN 15, SANITARY SEWER NO. 23 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84467** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 14, MAIN 15, SANITARY SEWER NO. 23 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84467** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 14, Main 15, Sanitary Sewer No. 23 (south of 53rd St. North, west of Meridian) 468-84469.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Six Hundred Three Thousand Dollars (\$603,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.



That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of existing sanitary sewer main, such benefit fee to be in the amount of One Hundred Twenty-Five Thousand Six Hundred Fifty Dollars (\$125,650).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**MOORINGS 10TH ADDITION**

Lots 1 through 18, Block 1  
Lots 1 through 10, Block 2  
Lots 1 through 24, Block 3  
Lots 1 through 23, Block 4  
Lots 1 through 5, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; MOORINGS 10TH ADDITION shall each pay 105/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4; MOORINGS 10TH ADDITION shall each pay 160/10,000 of the total cost payable by the improvement district; Lots 1 through 5, Block 5; MOORINGS 10TH ADDITION shall each pay 172/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.



SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING PAVEMENT ON CRYSTAL BEACH CIRCLE FROM THE WEST LINE OF PORTWEST TO AND INCLUDING THE CUL-DE-SAC; PAVING CRYSTAL BEACH FROM THE WEST LINE OF PORTWEST TO THE WEST LINE OF BOARDWALK; PAVING PORTWEST FROM THE SOUTH LINE OF CRYSTAL BEACH TO THE SOUTH LINE OF LOT 23, BLOCK 4; PAVING BOARDWALK FROM THE NORTH LINE OF BAYVIEW TO THE NORTH LINE OF LOT 1, BLOCK 2; AND PAVING PIERPORT FROM THE EAST LINE OF BOARDWALK TO THE EAST LINE OF LOT 10, BLOCK 2 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84642 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING PAVEMENT ON CRYSTAL BEACH CIRCLE FROM THE WEST LINE OF PORTWEST TO AND INCLUDING THE CUL-DE-SAC; PAVING CRYSTAL BEACH FROM THE WEST LINE OF PORTWEST TO THE WEST LINE OF BOARDWALK; PAVING PORTWEST FROM THE SOUTH LINE OF CRYSTAL BEACH TO THE SOUTH LINE OF LOT 23, BLOCK 4; PAVING BOARDWALK FROM THE NORTH LINE OF BAYVIEW TO THE NORTH LINE OF LOT 1, BLOCK 2; AND PAVING PIERPORT FROM THE EAST LINE OF BOARDWALK TO THE EAST LINE OF LOT 10, BLOCK 2 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84642 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Crystal Beach Circle from the west line of Portwest to and including the cul-de-sac; paving Crystal Beach from the west line of Portwest to the west line of Boardwalk; paving Portwest from the south line of Crystal Beach to the south line of Lot 23, Block 4; paving Boardwalk from the north line of Bayview to the north line of Lot 1, Block 2; and paving Pierport from the east line of Boardwalk to the east line of Lot 10, Block 2 (south of 53rd St. North, west of Meridian) 472-84642.



Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Seven Hundred Fifty-Two Thousand Dollars (\$752,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**MOORINGS 10TH ADDITION**

Lots 2 through 18, Block 1  
Lots 1 through 10, Block 2  
Lots 1 through 24, Block 3  
Lots 1 through 23, Block 4  
Lots 1 through 5, Block 5

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; MOORINGS 10TH ADDITION shall each pay 106/10,000 of the total cost payable by the improvement district; Lots 1 through 23, Block 4; MOORINGS 10TH ADDITION shall each pay 161/10,000 of the total cost payable by the improvement district; Lot 1, Block 5; MOORINGS 10TH ADDITION shall pay 179/10,000 of the total cost payable by the improvement district; and Lots 2 through 5, Block 5; MOORINGS 10TH ADDITION shall each pay 178/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.



SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** SUB 2007-12 -- The Moorings 10<sup>th</sup> Addition located south of 53<sup>rd</sup> Street North and west of Meridian Avenue. (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)

**Background:** This site, consisting of 96 lots on 57.66 acres, is a replat of a portion of The Moorings North Addition and Northlakes Commercial Addition, along with unplatted property. The north portion of the site is located in the County adjoining Wichita's city limits; therefore, annexation was a condition for approval of this plat. The corresponding annexation case (A08-01) is scheduled on the same agenda. After annexation, the site will be zoned "SF-5" Single-family Residential District.

**Analysis:** Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, water, sewer drainage and bridge improvements. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the reserves and to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street. At the request of City Engineering, an Off-site Drainage Easement has been submitted.

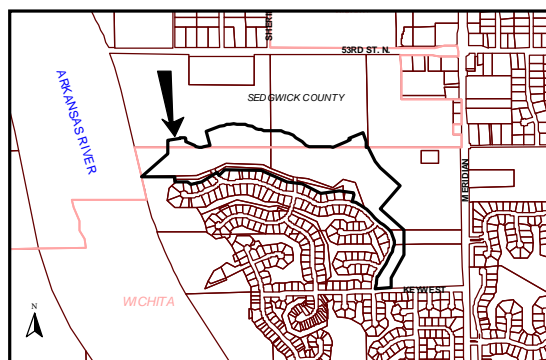
The Planning Commission has approved the plat, subject to conditions.

**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** The Certificate of Petition, Restrictive Covenant and Off-site Drainage Easement will be recorded with the Register of Deeds.

**Recommendations/Actions:** Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.





### NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 10<sup>th</sup> day of December, 2007, by the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Lot 1, Block A,  
**SKYWAY WEST ADDITION,**  
Wichita, Sedgwick County, Kansas

and

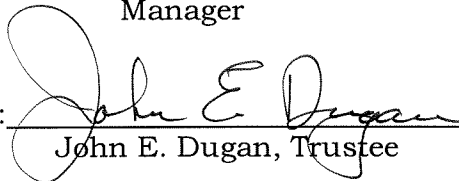
WHEREAS, Declarants are desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #176) per zone change case ZON2005-18 and protective overlay (P-O #183) per zone change case ZON2006-43 have placed restrictions on the use and requirements of the development of the above-described real property. These protective overlays shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Skyway West Addition.



EXECUTED the day and year first written above.

John E. Dugan Family Partnership, LP  
By: John E. Dugan Revocable Trust #1,  
Manager

By:   
John E. Dugan, Trustee

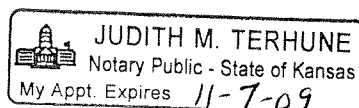
STATE OF KANSAS           )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of December, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, Trustee of the John E. Dugan Revocable Trust #1, Manager of the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

  
Notary Public

(My Appointment Expires: 11-7-09)





**CERTIFICATE OF PETITION**

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )   SS:

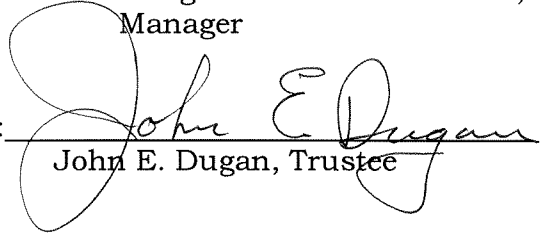
We, the John E. Dugan Family Partnership, L.P., a Kansas Limited Partnership, owners of SKYWAY WEST ADDITION, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Skyway West Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 10<sup>th</sup> day of December, 2007.

John E. Dugan Family Partnership, LP  
By: John E. Dugan Revocable Trust #1,  
Manager

By:   
John E. Dugan, Trustee



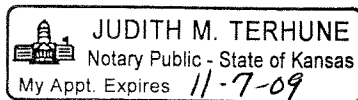
STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of December, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, Trustee of the John E. Dugan Revocable Trust #1, Manager of the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-09)





**RESTRICTIVE COVENANT**

THIS DECLARATION made this 10<sup>th</sup> day of December, 2007, by the John E. Dugan Family Partnership, L.P., a Kansas Limited Partnership, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**SKYWAY WEST ADDITION**

Lot 1, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Skyway West Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for landscaping, open space, berms, lakes, drainage purposes, and utilities as confined to easement.

Reserve "B" is hereby reserved for landscaping, open space, berms, lakes, and drainage purposes.

Reserves "A" and "B" shall be owned and maintained by the owner of Lot 1, Block A.

2. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant, the Lot Owner, or as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,



Restrictive Covenant

Page 2 of 3

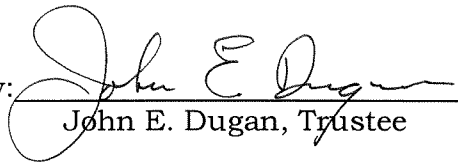
B. That the appropriate governing body has given written notice to the Declarant, or the Lot Owner, or as may be appropriate, and no entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Lot 1, Block A, Skyway West Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to Lot 1, Block A, SKYWAY WEST ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

John E. Dugan Family Partnership, LP  
By: John E. Dugan Revocable Trust #1,  
Manager

By:   
John E. Dugan, Trustee



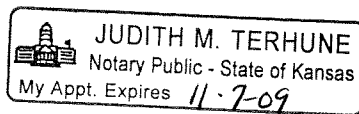
STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of December, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, Trustee of the John E. Dugan Revocable Trust #1, Manager of the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-09)





### **AVIGATIONAL EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 10<sup>th</sup> day of December, 2007, by the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

### **SKYWAY WEST ADDITION**

Lot 1, Block A

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code Sect. 40102, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.



EXECUTED the day and year first above written.

John E. Dugan Family Partnership, LP  
By: John E. Dugan Revocable Trust #1,  
Manager

By: John E. Dugan  
John E. Dugan, Trustee

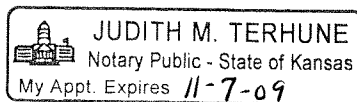
STATE OF KANSAS           )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of December, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, Trustee of the John E. Dugan Revocable Trust #1, Manager of the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-09)





**RESTRICTIVE COVENANT**

THIS DECLARATION made this 10<sup>th</sup> day of December, 2007, by the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**SKYWAY WEST ADDITION**

Lot 1, Block A

WHEREAS, the Declarant's property is located near Wichita Mid-Continent Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarant hereby declares that SKYWAY WEST ADDITION, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

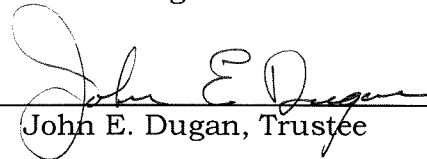
That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas



Executed the date and year first above written.

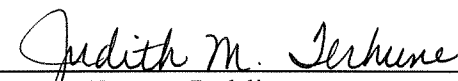
John E. Dugan Family Partnership, LP  
By: John E. Dugan Revocable Trust #1,  
Manager

By:   
John E. Dugan, Trustee

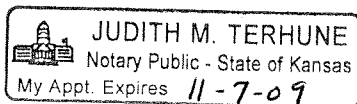
STATE OF KANSAS           )  
SEDGWICK COUNTY       )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of December, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, Trustee of the John E. Dugan Revocable Trust #1, Manager of the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

  
Notary Public

(My Appointment Expires: 11-7-09)





**DRIVE APPROACH CLOSURE CERTIFICATE**

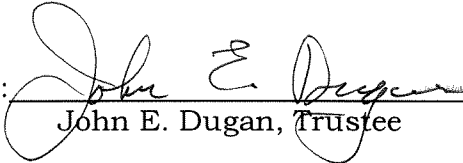
Sedgwick County                    )  
  )  
State of Kansas                    )       SS

The John E. Dugan Family Partnership, LP, a Kansas Limited Partnership, owner(s) of that certain real property to be known as SKYWAY WEST ADDITION, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Maize Rd. and 31<sup>st</sup> St. S. in excess of the three allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 10<sup>th</sup> day of December, 2007.

John E. Dugan Family Partnership, LP  
By: John E. Dugan Revocable Trust #1,  
Manager

By:   
John E. Dugan, Trustee



Drive Approach Closure Certificate  
Page 2 of 2

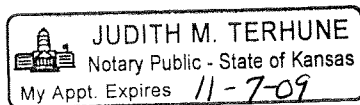
STATE OF KANSAS           )  
SEDGWICK COUNTY        )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of December, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, Trustee of the John E. Dugan Revocable Trust #1, Manager of the John E. Dugan Family Partnership, LP, a Kansas Limited Partnership personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-09)





Published in The Wichita Eagle on \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON 2005-18**

Request for Zone change from "SF-20" Single-family Residential District to "IP" Industrial Park Limited District and to PO # 176,

**SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #176:**

1. A building setback of 100 feet shall be provided on the north, south and west property line.
2. The following uses shall be prohibited: auditorium or stadium; animal care, limited and general; convenience store; restaurants with drive-through or in-car service and with more than 2,000 square feet gross floor area; tattooing and body piercing; wireless communication facility;

**AND**

**Case No. ZON 2006-43**

Request for Zone change from "SF-20" Single-family Residential District to "IP" Industrial Park Limited District and to PO # 183,

**SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #183:**

1. A building setback of 100 feet shall be provided on the north, east and west property line.
2. The following uses shall be prohibited: auditorium or stadium; animal care, limited and general; convenience store; restaurants with drive-through or in-car service and with more than 2,000 square feet gross floor area; tattooing and body piercing; wireless communication facility;

for property described as:

Lot 1, Block A, and Reserves A and B, Skyway West Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southwest corner of Maize Road and 31<sup>st</sup> Street South.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.



**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, **2008.**

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney



First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 4, MAIN 5, COWSKIN INTERCEPTOR SEWER (SOUTH OF 31ST ST. SOUTH, WEST OF MAIZE) 468-84472** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 4, MAIN 5, COWSKIN INTERCEPTOR SEWER (SOUTH OF 31ST ST. SOUTH, WEST OF MAIZE) 468-84472** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 4, Main 5, Cowskin Interceptor Sewer, (south of 31st St. South, west of Maize) 468-84472.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty-Six Thousand Dollars (\$46,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:



## **SKY WEST ADDITION**

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A SKY WEST ADDITION shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.



PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)



**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** SUB 2007-44 -- Plat of Skyway West Addition located on the southwest corner of Maize Road and 31<sup>st</sup> Street South. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)

**Background:** This site, consisting of one lot on 149.6 acres, has recently been annexed into Wichita's city limits. Zone changes (ZON 2005-18 and ZON 2006-43) from "SF-20" Single-Family Residential Districts to "IP" Industrial Park Districts have been approved for this site. Protective Overlays (PO #176 and PO #183) have also been approved for this site addressing building setbacks and permitted uses. A Notice of Protective Overlays has been submitted identifying the approved Protective Overlays and the special conditions for development of this property.

**Analysis:** A Petition, 100 percent, and a Certificate of Petition have been submitted for extension of the sanitary sewer. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the proposed reserves. This site is located within the noise impact area of Mid-Continent Airport; therefore, a Restrictive Covenant and an Avigational Easement have been submitted. A Driveway Closure Certificate has been submitted to guarantee the closure of any driveway openings located in an area of complete access control or that exceed the number of allowed openings.

The Planning Commission has approved the plat, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

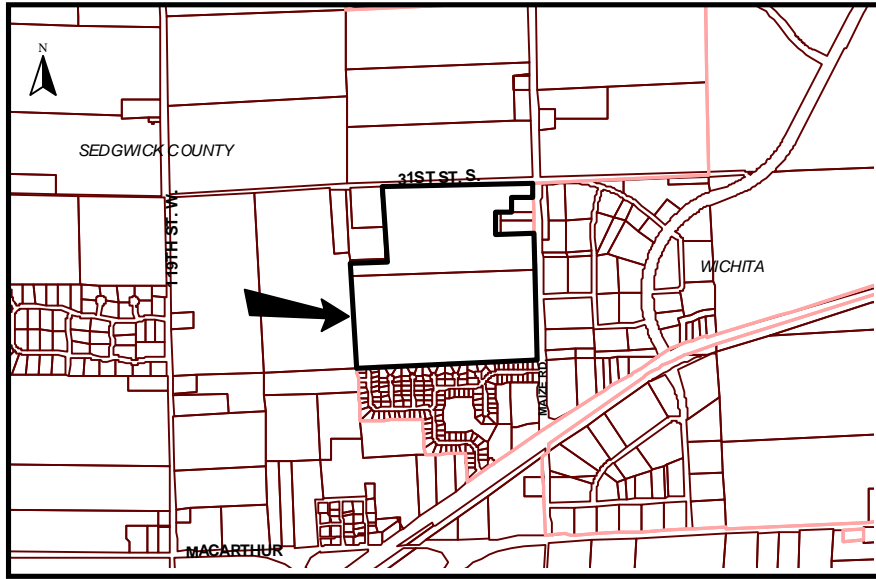
**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** The Notice of Protective Overlays Certificate of Petition, Restrictive Covenants, Avigational Easement and Drive Approach Closure Certificate will be recorded with the Register of Deeds.

**Recommendations/Actions:** Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and approve first reading of the Ordinance.







**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** VAC2007-00029 Request to vacate a portion of platted complete access control. Generally located on the west side of Greenwich Rd. between 26<sup>th</sup> Street and K-96. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve.

**MAPC Recommendation:** Approve (unanimously).

**Background:** The applicant has applied for vacation of a portion of complete access control along the site's (Lot 13, Block 1, Regency Park Addition) Greenwich Rd. frontage. The applicant is proposing a right turn only curb cut, as approved by the Traffic Engineer. Greenwich Rd. is classified as an arterial at this location and has a 60 foot half street right-of-way. There is no complete access control along the site's 26<sup>th</sup> Street (a local street) frontage. There is complete access control along the site's south side, which abuts the K-96 and Greenwich Rd. interchange. The K-96 and Greenwich Rd. interchange is developed only on its western half, which is this site's side. The proposed 40 foot right-turn only drive onto Greenwich Rd. is located 212 feet south of the 26<sup>th</sup> Street and Greenwich Rd. intersection and 130.91 feet north of the Greenwich Rd. and K-96 interchange. There is an existing median on Greenwich Rd. at this location. Utilities will not be affected by the vacation of a portion of access control. The Regency Park Addition was recorded with the Register of Deeds on February 29, 2000.

**Analysis:** The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** None.

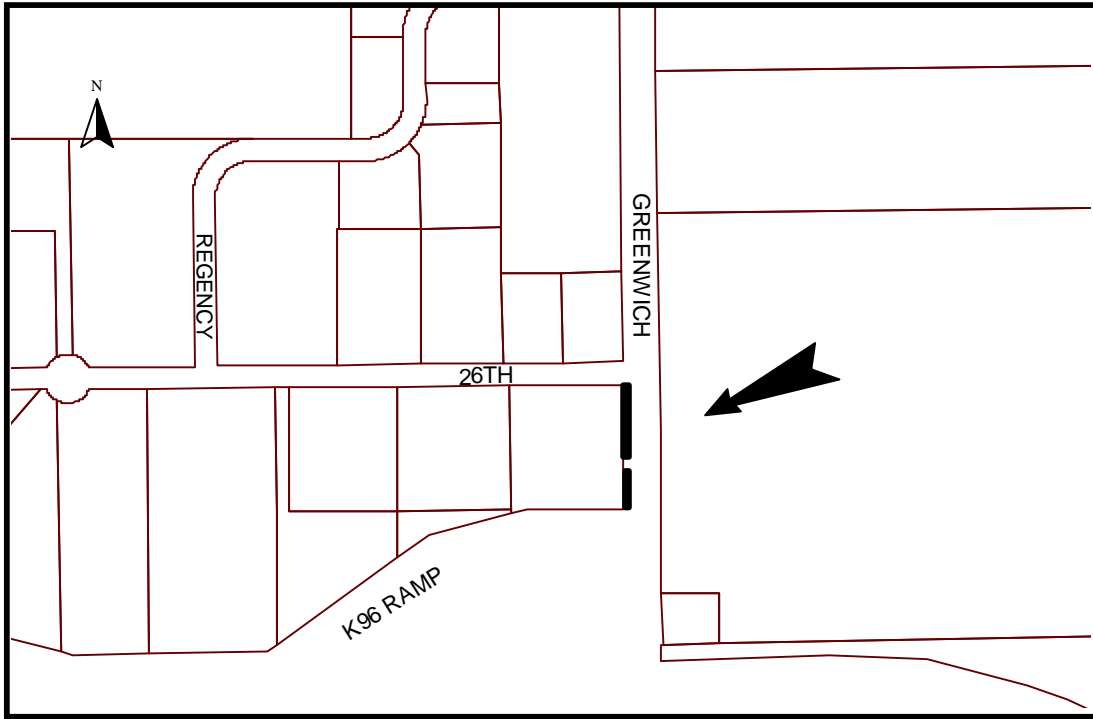
**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachments:** None.







City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Mayor and City Council

**SUBJECT:** VAC2007-00034 Request to vacate a portion of a platted setback. Generally located south of Kellogg Street and east of Edgemoor Avenue. (District III)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve.

**MAPC Recommendation:** Approve (unanimously).

**Background:** The applicant proposes to vacate the platted 30 foot setback on the Waverly Drive side of Lot 35, Block 2, the Prairie Park Addition. The applicant proposes to build a carport. The zoning of the subject corner site is “SF-5.” Per the Unified Zoning Code (UZC), the short side of a corner lot is considered the front, which is where the platted 30 foot setback is located. The UZC requires a minimum of a 25 foot front yard setback for the “SF-5” zoning district. If the setback was not platted and it was the minimum 25 foot setback for the “SF-5” zoned site, the applicant could apply for an Administrative Adjustment, which would reduce a 25 foot setback by 20%, resulting in a 20 foot setback. The applicant is requesting a reduction of the platted setback to 20 feet. There are no platted easements, franchised utilities, water lines, manholes or sewer line located in the described portion of the platted setback. The Prairie Park Addition was recorded with the Register of Deeds on May 22, 1950.

**Analysis:** The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. The president of the Fabrique Neighborhood Association, Charlotte Foster, has filed a written protest. There was no vote by the Neighborhood Association to deny the vacation request, thus the letter represents Ms. Foster’s protest of the request. Ms. Foster lives approximately 915 feet from the applicant’s site, and she is not listed as one of the 25 property owners (on both sides of Waverly Drive, between Orme and Gilbert Streets) on the notification list. Ms. Foster appears to object to the vacation on the basis the vacation will allow the residential character of the home to change. No one within the notification area protested the vacation request.

**Financial Considerations:** None.

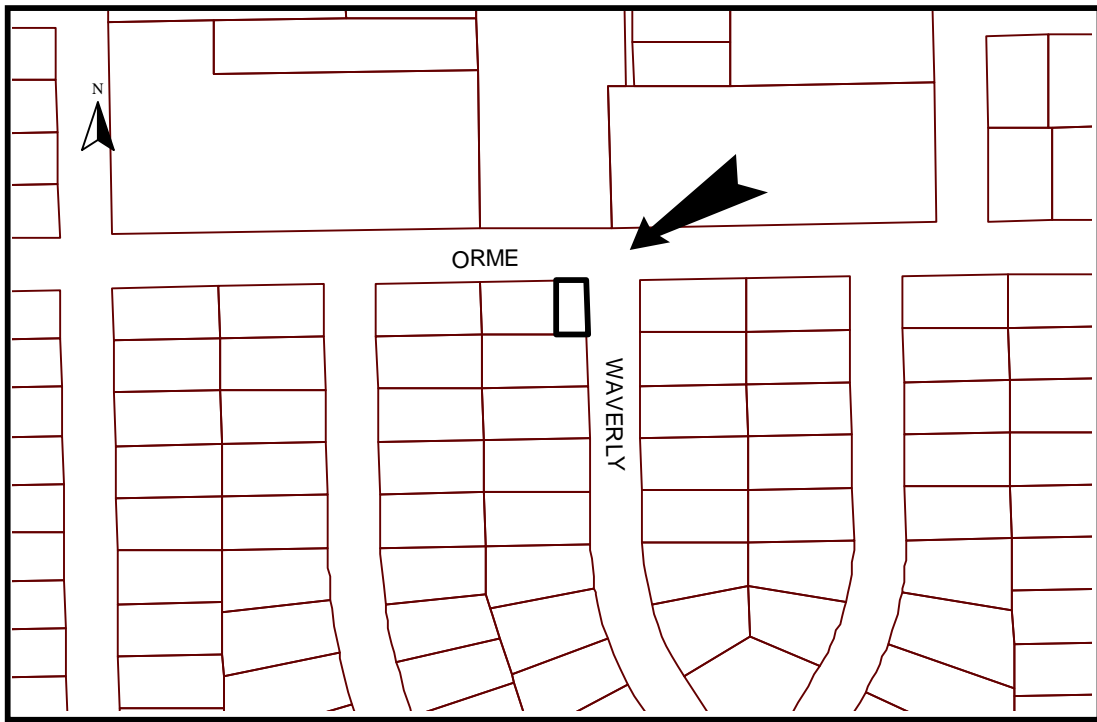
**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachments:** Protest letter.







**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** VAC2007-00036 Request to vacate a portion of platted street right-of-way. Generally located north of Pawnee Avenue and west of Meridian Avenue. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve.

**MAPC Recommendation:** Approve (unanimously).

**Background:** The applicants are requesting the vacation of the portion of Lydia Street right-of-way (ROW), between Custer and Edwards Streets. At one time, Lydia Street had been an asphalt slag/mat finish at this location. There has been one other vacation of Lydia Street located in this area, within the Southwest Industrial Addition (V-1408, approved July 1986); the vacation of Lydia Street between Edwards Street and Meridian Avenue (located immediately east of the current site/request), was approved with conditions being the reconstruction (provide a guarantee) of the street returns to private drive standards and providing sufficient easement for utilities. This vacation request will not deny access to properties or create a dead end street(s). There are no utilities located within the described ROW. The Southwest Industrial Addition was recorded with the Register of Deeds on August 8, 1953.

**Analysis:** The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** None.

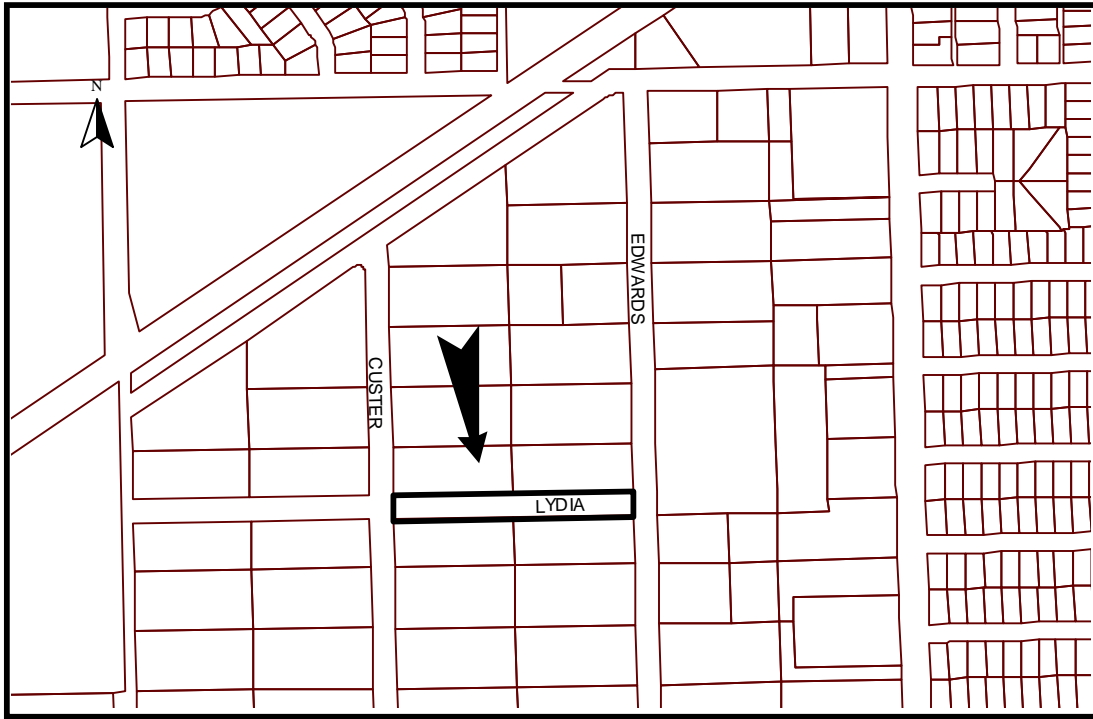
**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachments:** None.







**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** DED 2007-33 -- Dedication of a Drainage Easement located on the west side of 119<sup>th</sup> Street West and south of Maple. (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Accept the Dedication.

**Background:** This Dedication is associated with Lot Split Case No. SUB 2007-60 (Thunderbird Office Park Addition). The Dedication is for construction and maintenance of a drainage system.

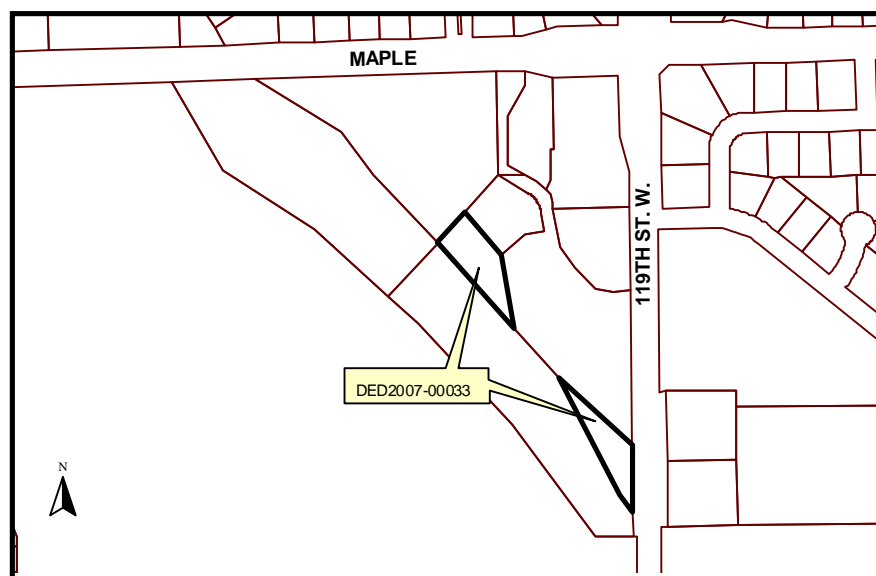
**Analysis:** None.

**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** The Dedication will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedication.





### **DRAINAGE EASEMENT**

This EASEMENT made this 31st day of October, 2007, by and between Westlake, LLC, a Kansas Limited Liability Company, party of the first part, and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, repairing and accessing a drainage system over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

That part of Lot 2, Block A, Thunderbird Office Park, an Addition to Wichita, Sedgwick County, Kansas described as follows: Beginning at the most southerly corner of said Lot 2; thence N24°55'19"W along the west line of said Lot 2, 65.21 feet to a deflection corner in said west line; thence N25°57'34"W along the west line of said Lot 2, 377.23 feet to a deflection corner in said west line; thence S43°15'32"E, 281.05 feet to a point on the east line of said Lot 2; thence S00°00'00"W along the east line of said Lot 2, 193.63 feet to the point of beginning, TOGETHER with that part of said Lot 2 described as follows: Beginning at the most westerly corner of said Lot 2; thence N42°11'11"E along the west line of said Lot 2, 120.52 feet; thence S40°00'00"E, 159.69 feet; thence S12°18'05"E, 215.90 feet to a point on the west line of said Lot 2; thence N43°15'32"W along the west line of said Lot 2, 335.00 feet to the point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, repairing, and accessing said drainage system.

(*Sign 2007 60*)  
*0.1 2007 33*




IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

Westlake, LLC

By:   
William George Farha, II, Member

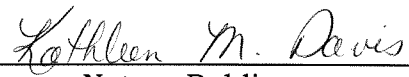
By: William F. Farha Trust, Member

By:   
William G. Farha, Trustee

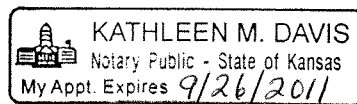
STATE OF KANSAS           )  
COUNTY OF SEDGWICK   )       SS:

BE IT REMEMBERED, that on this 31st day of October, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William George Farha, II, as Member of Westlake, LLC, a Kansas limited liability company, who is personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

  
Notary Public

(My Appointment Expires: 9/26/2011)





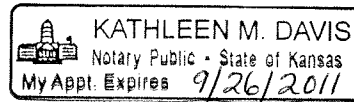
STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )    SS:

BE IT REMEMBERED, that on this 31st day of October, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William G. Farha, Trustee of the William F. Farha Trust, Member of Westlake, LLC, a Kansas limited liability company, who is personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Kathleen M. Davis  
Notary Public

(My Appointment Expires: 9/26/2011)





**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** DED 2007-34 and DED 2007-35 -- Dedications of Sidewalk Easements and  
DED 2007-36 -- Dedication of Access Control located on the southwest corner of 29<sup>th</sup>  
Street North and Webb Road. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Accept the Dedications.

**Background:** The Dedications are associated with Lot Split Case No. SUB 2007-63 (Fox Pointe Addition). The Dedications are for constructing, maintaining and repairing sidewalks and for access control along Webb Road and 29<sup>th</sup> Street North.

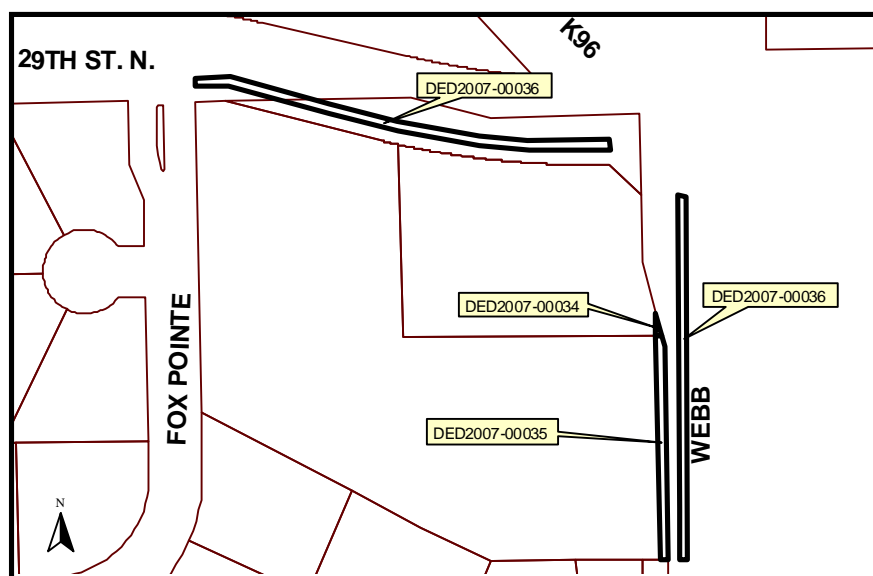
**Analysis:** None.

**Financial Considerations:** None.

**Goal Impact:** Ensure Efficient Infrastructure.

**Legal Considerations:** The Dedications have been recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedications.











Sedgwick County  
Register of Deeds - Bill Meek  
DOC.#/FLM-PG: 28936253  
Receipt #: 1673951  
Pages Recorded: 2  
Cashier Initials: SL  
Recording Fee: \$12.00  
Authorized By:

Date Recorded: 12/3/2007 4:04:08 PM



### SIDEWALK EASEMENT

THIS EASEMENT made this 27th day of November, 2007, by Mid American Credit Union, party of the first part and the City of Wichita, Kansas, party of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party an easement, for the purpose of constructing, maintaining, and repairing sidewalks, over and across the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A the east most 10.00 feet of the following tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING at the southeast corner of said Lot 23; thence along the east line of said Lot 23 on a platting bearing of N00°56'55"W, 250.03 feet; thence continuing along an easterly line, N14°58'39"W, 14.08 feet to the POINT OF BEGINNING, thence N89°59'48"W, 6.59 feet to a point lying 60.00 feet west of the east line of the Northeast Quarter, Section 5, Township 27 South, Range 2 East, of the Sixth P.M.; thence parallel with and 60.00 feet west of said east line, N00°56'55"W, 26.25 feet to an easterly line of said Lot 23; thence along said easterly line of said Lot 23, S14°58'39"E, 27.17 feet to the POINT OF BEGINNING.

And said party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, maintaining, and repairing sidewalks.

(DED 2007-34)

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

6-2802



IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

Executed this 27<sup>th</sup> day of November, 2007.

MID AMERICAN CREDIT UNION

James D. Holt, President  
James D. Holt, President

STATE OF KANSAS, SEDGWICK COUNTY ) ss:

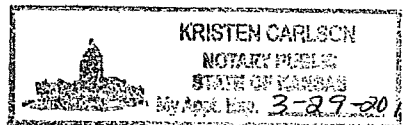
BE IT REMEMBERED, That on this 27 day of Nov., 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James D. Holt, President, Mid American Credit Union, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Fox Pointe Addition of Wichita.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(Seal)

Kristen Carlson  
Notary Public

My Appointment Expires: 3-29-11



K:\WP\PROJECT\2007\07264 - Fox Pointe L23\Platting Docs\Sidewalk Easement si2.doc

Upon Recording mail to:

MKEC Engineering Consultants, Inc.

411 N. Webb Rd.

Wichita, KS 67206

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.





Sedgwick County  
Register of Deeds - Bill Meek  
DOC.#/FLM-PG: 28936252

Receipt #: 1673951  
Pages Recorded: 2  
Cashier Initials: SL

Recording Fee: \$12.00  
Authorized By:

Date Recorded: 12/3/2007 4:04:07 PM



### SIDEWALK EASEMENT

THIS EASEMENT made this 27<sup>th</sup> day of November, 2007, by B.W. HOTELS, L.L.C., a Kansas limited liability company, party of the first part and the City of Wichita, Kansas, party of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party an easement, for the purpose of constructing, maintaining, and repairing sidewalks, over and across the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

BEGINNING at the southeast corner of said Lot 23; thence along the east line of said Lot 23 on a platting bearing of N00°56'55"W, 250.03 feet; thence continuing along an easterly line, N14°58'39"W, 14.08 feet, thence N89°59'48"W, 6.59 feet to a point lying 60.00 feet west of the east line of the Northeast Quarter, Section 5, Township 27 South, Range 2 East, of the Sixth P.M.; thence S00°56'55"E, 263.80 feet to the south line of said Lot 23; thence along said south line N89°06'38"E, 10.00 feet to the POINT OF BEGINNING.

And said party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, maintaining, and repairing sidewalks.

(DED 2007-35)

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

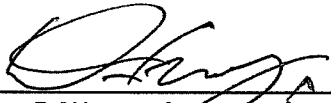
2-1200



IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

Executed this 27<sup>th</sup> day of November, 2007.

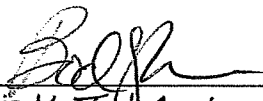
**B.W. HOTELS, L.L.C., a Kansas limited liability company**

  
\_\_\_\_\_, managing member  
**Dewey F. Weaver, Jr., managing member**

STATE OF LOUISIANA, OUACHITA PARISH ) ss:

BE IT REMEMBERED, That on this 27<sup>th</sup> day of November, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Dewey F. Weaver, Jr., managing member, B.W. Hotels, LLC, a Kansas limited liability company**, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Fox Pointe Addition of Wichita.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

  
\_\_\_\_\_  
Notary Public **K. Todd Cagle**  
**#03763**

My Appointment Expires: With life

K:\WP\PROJECT\2007\07264 - Fox Pointe L23\Plotting Docs\Sidewalk Easement sil.doc  
Upon Recording mail to:  
MKEC Engineering Consultants, Inc.  
411 N. Webb Rd.  
Wichita, KS 67206

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.





Sedgwick County  
Register of Deeds - Bill Meek  
DOC.#/FLM-PG: 28936250

Receipt #: 1673951  
Pages Recorded: 5  
Cashier Initials: SL

Recording Fee: \$24.00  
Authorized By:

Date Recorded: 12/3/2007 4:04:05 PM



### DEDICATION OF ACCESS CONTROL

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **B.W. HOTELS, L.L.C., a Kansas limited liability company** (as to Tract A & C) AND, **Mid American Credit Union** (as to Tract B), and being the owners of the following described real estate in Wichita, Sedgwick County, Kansas, to-wit:

**Tract A:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows: All of said Lot 23, EXCEPT, Tracts "B" and "C"; and

**TRACT B:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows: COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet; to the POINT OF BEGINNING, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E; thence continuing along said north line and said curve 253.08 feet, said curve having a central angle of 13°29'09", a radius of 1075.24 feet, and a long chord of 252.50 feet, bearing S84°08'46"E; thence S45°00'22"E, 50.38 feet; thence S00°56'49"E, 80.33 feet along east line of said Lot 23; thence continuing along said east line S14°58'59"E, 88.98 feet; thence N90°00'00"W, 307.55 feet, thence N00°54'07"W, 227.68 feet parallel with the West line of said Lot 23, to the POINT OF BEGINNING.

**Tract C:** A tract of land lying within a portion of Lot 23, Block 1, Fox Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows: COMMENCING at the northwest corner of said Lot 23; thence on a platting bearing of N89°06'38"E, 30.40 feet along the north line of said Lot 23; thence continuing along said north line S76°23'22"E, 196.71 feet to a point on a curve to the left; thence along said curve 19.03 feet, said curve having a central angle of 01°00'50", a radius of 1075.24 feet, and a long chord of 19.03 feet, bearing S76°53'47"E, thence parallel with the west line of said Lot 23, S00°54'07"E, 227.68 feet to the POINT OF BEGINNING, thence N90°00'00"E, 307.55

(DED 2007-36)

5-2400



feet to a point on the east line of said Lot 23; thence along said east line S14°58'59"E, 14.08 feet; thence continuing along the east line of said Lot 23, S00°56'49"E, 199.03 feet to a point 51.00 feet north of the southeast corner of said Lot 23; thence parallel with the most southeasterly line of said Lot 23, S89°06'38"W, 144.73 feet; thence along a tangent curve to the right 111.35 feet, said curve having a central angle of 32°27'06", a radius of 196.60 feet and a long chord of 109.87 feet, bearing N74°39'49"W; thence N58°26'16"W, 72.16 feet; thence parallel with the west line of said Lot 23, N00°54'07"W, 148.07 feet to the POINT OF BEGINNING.

Do hereby transfer and convey to the City of Wichita all abutters' right of access, ingress and egress to said property from or to East 29<sup>th</sup> Street North and North Webb Road over and across the north and east lines of the above described property; provided however, one 60.00 foot full movement opening along Webb Rd. at the southeast corner of said Lot 23; and provided however, one 60.00 foot full movement opening along Webb Rd. being centered on the east common corner to said Tract B and C; and provided however, one 60.00 foot full movement opening along East 29<sup>th</sup> Street North centered along the northerly line of said Tract B, the center point being 126.52 feet east of the northwest most corner of said Tract B; and provided however, one 80.00 foot full movement opening along East 29<sup>th</sup> Street North along the north line of said Tract A at the northeast most corner of said Tract A. It is understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from East 29<sup>th</sup> Street North and North Webb Road over and across the north and east lines, except for the four aforementioned openings thereto.



MID AMERICAN CREDIT UNION

James D. Holt, President  
James D. Holt, President

STATE OF KANSAS, SEDGWICK COUNTY ) ss:

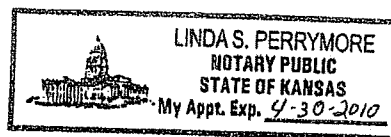
BE IT REMEMBERED, That on this 27 day of Nov, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James D. Holt, President, Mid American Credit Union, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Fox Pointe Addition of Wichita.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(Seal)

Linda S. Perry  
Notary Public

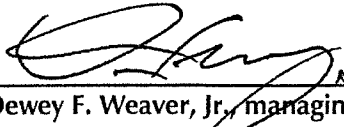
My Appointment Expires: 4-30-2010





Executed this 27<sup>th</sup> day of November, 2007.

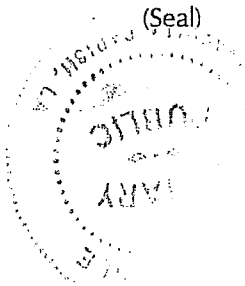
**B.W. HOTELS, L.L.C., a Kansas limited liability company**

  
\_\_\_\_\_, managing member  
**Dewey F. Weaver, Jr., managing member**

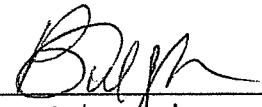
STATE OF LOUISIANA, OUACHITA PARISH ) ss:

BE IT REMEMBERED, That on this 27<sup>th</sup> day of November, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Dewey F. Weaver, Jr., managing member, B.W. Hotels, LLC, a Kansas limited liability company**, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Fox Pointe Addition of Wichita.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



\_\_\_\_\_  
Notary Public

  
**K. Todd Cagle**  
**#03763**

My Appointment Expires: 10<sup>th</sup> 11<sup>th</sup>



An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

**General Location:** Land generally located southwest of the intersection of 53rd Street North and Meridian Avenue.

<b>Address:</b> _____		<b>Reason(s) for Annexation:</b>	
10.36	Area in Acres	<input checked="" type="checkbox"/>	Request
0	Existing population (est.)	<input type="checkbox"/>	Unilateral
0	Existing dwelling units	<input type="checkbox"/>	Island
0	Existing industrial/commercial units	<input type="checkbox"/>	Other:
Existing zoning:		"SF-20" Single-Family Residential	



PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN  
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE  
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.  
(A08-01)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District VI respectively:

A tract of land lying in a portion of the North half of the Northeast Quarter and a portion of the North half of the Northwest Quarter, Section 24, Township 26 South, Range 1 West, of the 6<sup>th</sup> Principal Meridian, Wichita, Sedgwick County, Kansas, more particularly described as follows:

BEGINNING at the southwest corner of the Northeast Quarter of the Northeast Quarter said Section 24; thence along the south line of a portion of the said North half of the Northeast Quarter and south line of a portion of the said North half of the Northwest Quarter, S89°39'27"W, 2766.57 feet; thence N02°31'57"E, 124.38 feet; thence N82°04'01"E, 162.45 feet to a point on a non-tangent curve to the right; thence along said curve 147.58 feet, said curve having a central angle of 169°07'11", a radius of 50.00 feet, and a long chord distance of 99.55 feet, bearing S63°09'52"E; thence S59°23'51"E, 133.11 feet to a point on a curve to the left; thence along said curve 131.51 feet, said curve having a central angle of 44°03'56", a radius of 171.00 feet, and a long chord distance of 128.30 feet, bearing S81°25'49"E; thence N76°32'12"E, 86.20 feet; thence N13°27'48"W, 200.28 feet; thence N70°58'51"E, 177.21 feet to a point on a non-tangent curve to the right; thence along said curve to the right 569.47 feet to a reverse curve to the left, said curve to the right having a central angle of 44°45'26", a radius of 729.00 feet, and a long chord distance of 555.10 feet, bearing S88°33'51"E; thence along said reverse curve to the left 128.64 feet to a reverse curve to the right, said reverse curve to the left having a central angle of 27°11'48", a radius of 271.00 feet, and a long chord distance of 127.43 feet, bearing S79°47'01"E; thence along said reverse curve to the right 546.91 feet to a reverse curve to the left, said curve to the right having a central angle of 42°59'03", a radius of 729.00 feet, and a long chord distance of 534.17 feet, bearing S71°53'24"E; thence along said reverse curve to the left 211.64 feet to a reverse curve to the right, said curve to the left having a central angle of 44°44'45", a radius of 271.00 feet, and a long chord distance of 206.30 feet, bearing S72°46'14"E; thence along said reverse curve to the right 201.43 feet, said reverse curve to the right having a central angle of 11°12'58", a radius of 1,029.00 feet, and a long chord distance of 201.11 feet, bearing S89°32'08"E; thence N66°16'15"E, 227.79 feet; thence N55°50'18"E, 64.00 feet to a point on a non-tangent curve



to the left; thence along said curve 12.54 feet, said curve having a central angle of 01°08'11", a radius of 632.00 feet, and a long chord distance of 12.54 feet, bearing N34°43'47"W; thence N66°16'15"E, 200.34 feet to the west line of a 105 foot Drainage Dedication established on Doc.#/FLM-PG: 28868254 being on non-tangent curve to the left; thence along said curve and said west line 143.82 feet to the west line of the Northeast Quarter of the Northeast Quarter of said Section 24, said curve having a central angle of 06°31'35", a radius of 1262.63 feet, and a long chord distance of 143.74 feet, bearing S16°05'42"E; thence along said west line of said Northeast Quarter of said Northeast Quarter, S00°53'19"E, 86.05 feet to the POINT OF BEGINNING.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**City of Wichita**  
**City Council Meeting**  
January 8, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** A08-01R Request by Kurt Bachman and Brad Bachman, of CBB Northlakes, LLC, to annex land generally located southwest of the intersection of 53rd Street North and Meridian Avenue. (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Recommendation:** Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

**Background:** The City has received a request to annex 10.36 acres of land generally located southwest of the intersection of 53rd Street North and Meridian Avenue. The annexation area abuts the City of Wichita to the south. The property owner anticipates that the proposed property will be developed with 20 single-family residential units, known as the Moorings Tenth Addition, within the next five years. On July 5, 2007, the Metropolitan Area Planning Commission approved the one-step final plat as recommended by the Subdivision Committee, subject to the conditions stated in the MAPD letter dated June 29, 2007.

**Analysis:**

**Land Use and Zoning:** The proposed annexation consists of approximately 10.36 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north is undeveloped and is primarily zoned "SF-20" Single-Family Residential, with some "OW" Office Warehouse. Property to the east and west is currently undeveloped and is zoned "SF-20" Single-Family Residential. Property to the south is developed with the Mooring Additions and is zoned as "SF-5" Single-Family Residential.

**Public Services:** The closest water line is an 8" water main in the stub streets of Bayview and Harborside to the south of the subject property. The closest sewer main is a 21" main adjacent to the east end of the subject property.

**Street System:** The subject property does not border any street at this time. According to the Moorings Tenth Addition plat, the local roadway system will be extended from the Mooring North Addition, south of the proposed property.

**Public Safety:** Fire services to this site can be provided by the City of Wichita within a three (3) to four (4) minute approximate response time from City Station No. 13, located at 3162 W. 42nd Street North. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 E. 21st Street North.



**Parks:** The Brooks Tract Park is currently being developed, which is a 272-acre park located approximately 1/4 mile to the southwest of the proposed annexation site. In addition, Hellers Park is a 32-acre park, located approximately 1 1/2 miles to the southeast of the proposed annexation site. Hellers Park has a half-mile dirt trail and is designated as a Wichita Wild Habitat Area. According to the 1996 Parks and Open Space Master Plan, a pathway has been proposed that would run along 53rd Street, north of the subject property.

**School District:** The annexation property is part of the Unified School District 262 (Valley Center School District). Annexation will not change the school district.

**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$6,288 with a total assessed value of \$1,641. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$59 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 20 single-family residential units will be developed within the next five years. The total appraised value of this development after completion is estimated at \$6,000,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$21,670 in City annual tax revenues.

**Goal Impact:** Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-519, *et seq.*

**Recommendations/Actions:** Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Wichita Airport Authority

**SUBJECT:** Budget Transfer  
Mid-Continent Operating Budget

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the budget transfer.

**Background:** An annual budget of \$86,000 was established for the purchase of runway de-icer product in the Airfield Maintenance commodities portion of the Airport operating budget.

**Analysis:** Weather events involving ice during 2007 have required the emergency purchase of de-icer product in excess of the budget initially established. There is unspent budget for Administration division consultant services and capital outlay.

**Financial Considerations:** A transfer of \$130,000 from the Administration division budget to the Airfield Maintenance division budget is necessary. There is no bottom line change to the Airport operating budget.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through maintaining a safe operating environment for aircraft.

**Legal Considerations:** The Airport budget is not subject to certification with the State of Kansas.

**Recommendations/Actions:** Approve the budget transfer.

**Attachments:** None.



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Wichita Airport Authority

**SUBJECT:** Mid-Continent Airport  
North Shuttle Parking Lot

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve Supplemental Agreement No. 1.

**Background:** On October 23, 2007 the Wichita Airport Authority approved the capital project and a budget of \$4,950,000. A contract for design and bid services was approved by the Wichita Airport Authority with HNTB.

**Analysis:** A supplemental agreement has been prepared with HNTB to authorize construction-related services.

**Financial Considerations:** The cost of the construction-related services is a not-to-exceed amount of \$128,709. The project will be funded with General Obligation bonds paid for with Airport Revenue, and the existing budget will cover all costs.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through maintaining sufficient airport parking to serve the aviation community.

**Legal Considerations:** The supplemental agreement has been approved by the Law Department as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Five original signature copies and 12 distribution copies of the supplemental agreement.



SUPPLEMENTAL AGREEMENT NO.1

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

HNTB ARCHITECTURE, INC.  
715 KIRK DRIVE  
KANSAS CITY, MISSOURI 64105

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering Consulting Services to be provided by the CONSULTANT in conjunction with the Terminal Area Redevelopment Plan at Wichita Mid-Continent Airport, hereinafter called the "PROJECT"; and

WHEREAS, the OWNER now desires to proceed with Construction of the North Shuttle Parking Lot in conjunction with constructing the PROJECT; and

WHEREAS, it is the desire of both parties that the CONSULTANT provide Additional Construction Phase Services for the North Shuttle Parking Lot (NSPL) component of the PROJECT:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

- A. CONSULTANT shall provide Contract Administration and Resident Engineering Services for the NSPL Construction Project. These services are in addition to the scope of services being provided under the Agreement.
- B. CONTRACT ADMINISTRATION. Contract Administration duties shall routinely be the responsibility of PEC's Project Manager.
  - 1. During Construction Provide the Following:



- a. Prepare estimate forms for periodic payment to the Contractor.
  - b. Make periodic visits to the NSPL PROJECT site to determine Contractor's progress and general character of the work. All periodic site visits for the NSPL PROJECT will be made under this scope and will not be part of the 40 Civil Engineering site visits included in the scope of services being provided in the Agreement.
  - c. Review materials field test reports as submitted by the Resident Project Representative.
  - d. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.
  - e. Issue Certificate of Completion when the NSPL PROJECT has been completed.
- C. RESIDENT ENGINEERING SERVICES. Resident Engineering duties will routinely be the responsibility of Professional Engineering Consultants' (PEC) Resident Project Representative.
- 1. During Construction Provide the Following:
    - a. Provide personnel acceptable to OWNER to perform technical observation during construction of the NSPL PROJECT, including a full-time Resident Project Representative, and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for OWNER against defects and deficiencies in the work; but the furnishing of such resident project representation shall not make CONSULTANT responsible for the Contractor's failure to perform the construction work in accordance with the contract documents.
    - b. Supervise inspection; determine the suitability of materials on the site and brought to the site to be used in the construction; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.
    - c. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.
    - d. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to PEC's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.
    - e. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.
    - f. Provide as-built information to PEC's Project Manager for preparation of "Record" drawings on the completed work.
    - g. Review requests for monthly and final payments to the Contractor and forward same to PEC's Project Manager with recommendations for approval.
    - h. Prepare "Certificates of Completion" for review by PEC's Project Manager and submit same to the OWNER.
    - i. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the



PROJECT. Submit same to PEC'S Project Manager for review and thenceforth to the OWNER for approval.

- j. Provide on-site and local transportation for the Resident Project Representative and supporting staff to perform the duties as listed above.
- k. Provide special field office equipment and all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.
- l. Periodically review and check in field the Contractor's staking notes and layout. This includes actual field check of staking.

- D. PROJECT MANAGEMENT. Provide project management, coordination and clerical services related specifically to the Contract Administration and Resident Engineering Services described above.

## II. TIME OF SERVICES

- A. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this agreement are based on substantial completion of the construction within 100 days of issuance of Notice to Proceed to the Contractor, and delivery of all NSPL PROJECT close out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the CONSULTANT.

## III. THE OWNER AGREES

- A. To provide a construction office for the CONSULTANT'S field personnel assigned to the NSPL PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associate therewith.
- B. To pay the CONSULTANT in accordance with provisions of Article IV of this Supplemental Agreement.

## IV. COMPENSATION

- A. Compensation to CONSULTANT for services provided as outlined in Section I shall be based on a maximum of \$127,492.00, plus a fixed fee of \$1,217.00, to a maximum, including labor and expenses, of \$128,709.00. This amount is based on the labor and expenses identified in Exhibits SA1-A and SA1-B.
- B. PAYMENT  
Payment for these services shall be based on actual costs for labor and expenses, including an overhead factor of 177.43% and fixed fee of 15%.
- C. ADJUSTMENT IN FEE  
In the event the Contractor fails to complete the PROJECT within the specified Contract time, the CONSULTANT shall be deemed to be performing "Extra Work" in which case, should the maximum contract amount as set forth in Paragraph IV.A. above be exceeded, the CONSULTANT shall be eligible for additional compensation.



In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the CONSULTANT outlining the reasons therefore and the probable maximum fee to be expected. The CONSULTANT shall notify the OWNER a minimum of 14 days in advance of any foreseeable need to perform extra work.

The parties hereunto mutually agree that all provisions and requirements of the original agreement not specifically modified by this Supplemental Agreement No. 1 shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Supplemental Agreement as of the date \_\_\_\_\_.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By: \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

HNTB ARCHITECTURE, INC.

By: *Thaddeus Hannon*

By: *Becky Galt*

Title: *Principal Architect*

Title: *SE. VICE PRESIDENT*

APPROVED AS TO FORM: *Henry E. Rehearsley Jr.* Date: \_\_\_\_\_  
Director of Law

ATTACHMENTS: EXHIBIT SA1-A - HNTB Fee Schedule  
EXHIBIT SA1-B - PEC Fee Schedule



**Wichita Mid-Continent Airport - Terminal Area Redevelopment Project**  
**Estimated Cost of Consultant's Services**  
**HNTB Architecture, Inc.**

11/05/07

**Additional Construction Phase Services for North Shuttle Parking Lot**

HNTB Project 34912-DS-007

**1. Direct Salary Costs**

	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
HNTB Project Manager	30	57.59	\$1,728
HNTB Clerical	20	21.13	\$423
Total Direct Salary Costs			\$2,150

**2. Labor and General & Administrative Overhead**

Percentage of Direct Salary Costs	177.43%	\$3,815
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**3. Total Labor Cost - Subtotal of Items 1 and 2**

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\$8,116

**4. Fixed Fee**

15.00%	\$1,217
--------	---------

**5. Subtotal of Items 3 and 4**

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\$9,333

**6. Direct Non-Salary Expenses (HNTB)**

Transportation & Subsistence	300	
Printing and Deliveries	250	
Total Direct Non-salary Expenses		\$550

**7. Subtotal of Items 5 and 6**

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\$9,883

**8. Subcontractor Costs**

Professional Engineering Consultants	118,826
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Total Subcontractor Costs	\$118,826
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**Total Proposed Maximum Cost**

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\$128,709



# ENGINEERING FEE ESTIMATE

Exhibit SA1-B

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT

LOCATION

NORTH SHUTTLE PARKING LOT

Wichita Mid-Continent Airport

WORK ITEM

PROJECT NO.

DATE

Construction Phase Services

05 November 2007

DESCRIPTION

Contract Administration &amp; Resident Engineering Services 100 Calendar Days

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	\$40.00 / hr.	42	\$ 1,680.00	
2. PROJECT MANAGER	\$36.00 / hr.	0	\$ -	
3. PROJECT ENGINEER	/ hr.	0	\$ -	
4. DESIGN ENGINEER	\$31.00 / hr.	28	\$ 868.00	
5. DESIGN TECHNICIAN	/ hr.	0	\$ -	
6. DRAFTER	/ hr.	0	\$ -	
7. CAD OPERATOR	\$28.50 / hr.	0	\$ -	
8. SURVEYOR, PARTY CHIEF	/ hr.	0	\$ -	
9. SURVEYOR, INSTRUMENT MAN	/ hr.	0	\$ -	
10. SURVEYOR, AIDES	/ hr.	0	\$ -	
11. FIELD ENGINEER	\$34.00 / hr.	390	\$ 13,260.00	
12. INSPECTOR, SUPERVISOR	/ hr.	0	\$ -	
13. INSPECTOR, TECHNICIAN I	\$21.00 / hr.	858	\$ 18,018.00	
14. INSPECTOR, TECHNICIAN II	\$19.00 / hr.	505	\$ 9,595.00	
15. INSPECTOR, TECHNICIAN III	\$18.00 / hr.	0	\$ -	
16. BATCH PLANT TECHNICIAN	\$17.00 / hr.	0	\$ -	
17. STENO & CLERICAL	\$14.50 / hr.	22	\$ 319.00	
SUBTOTAL		1,845		\$ 43,740.00
(II) OVERHEAD 1.2460 X (I)				\$ 54,500.00
(III) SUBTOTAL [ I + II ]				\$ 98,240.00
(IV) FIXED FEE 15%				\$ 14,736.00
(V) OTHER EXPENSE				
	RATE	UNITS	AMOUNT	
1. PART. CONF. (AT COST) (1/3)		0	\$ -	
2. TRAVEL PER MILE	\$0.53 / mile	4,000	\$ 2,120.00	
3. LAB TESTING	\$0.00 / LS	0	\$ -	
4. CELL PHONES (AT COST)	\$50.00 / mo.	5	\$ 250.00	
5. CAD PER HOUR	\$17.00 / hr.	0	\$ -	
6. PRINTING (SPEC. ETC.)	\$400.00 / ea.	1	\$ 400.00	
7. PREMIUM TIME (0.585 X Direct)	\$3,080.03 / ea.	1	\$ 3,080.03	
8. OTHER			\$ -	
SUBTOTAL				\$ 5,850.03
(VI) TOTAL FEE FOR PROJECT ( III + IV + V )				\$ 118,826.03



## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** ("Assignment") is made and entered into effective December 1, 2007, by and between **Flacks Enterprises, Limited, a Missouri corporation**, dba Thrifty Car Rental ("Licensee") and **DTG Operations, Inc.**, dba Thrifty Car Rental, an Oklahoma corporation ("DTG Operations"), with reference to the following facts:

**WHEREAS**, the Wichita Airport Authority, Wichita, Kansas, ("Lessor"), which owns and operates the Wichita Mid-Continent Airport, ("Airport") and Licensee entered into that certain Agreement for Rent A Car Services at the Airport, dated April 15, 2003 as amended by Supplemental Agreement No. 1 dated March 21, 2006 (collectively the "Airport Agreement") wherein the Lessor granted to Licensee the right to operate a car rental service at the Airport, as more fully described in the document, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, Licensee, Harvey A. Flacks, Janelle R. Flacks, DTG Operations, Inc., and Thrifty Rent-A-Car System, Inc. are among the parties to that certain Acquisition Agreement dated September 28, 2007 (the "Acquisition Agreement"), pursuant to which Licensee has agreed to sell and DTG Operations has agreed to purchase certain assets of Licensee and to assume certain liabilities used in the conduct of Licensee's vehicle rental business situated in Wichita, Kansas; and

**WHEREAS**, in connection with the transaction contemplated in the Acquisition Agreement, Licensee desires to assign all of its rights, title, interest, obligations and liabilities in the Airport Agreement to DTG Operations and DTG Operations desires to assume Licensee's rights, title, interest, obligations and liabilities in the Airport Agreement, in accordance with the terms and conditions of this Assignment and Assumption Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used herein shall have the meanings ascribed to them in the Acquisition Agreement unless otherwise defined herein.
2. Assignment. Licensee hereby grants, sells, conveys, transfers, assigns and delivers unto DTG Operations all of its right, title, interest, obligations and liabilities in and to the Airport Agreement, including all claims and rights belonging or appertaining to any of the foregoing, effective as of 12:01 a.m. on December 1, 2007 (the "Effective Date").
3. Assumption. DTG Operations hereby accepts the foregoing assignment effective as of the Effective Date and, except as otherwise provided herein, agrees to assume full responsibility for and to faithfully perform or comply with all covenants, terms, stipulations, duties, obligations and conditions contained in the Airport Agreement from and after the Effective Date, including, without limitation, the payment of rent and all other sums due pursuant to the Airport Agreement that are incurred or accrue from and after the Effective Date. DTG Operations shall not, by this Assignment, assume any duties, contract, agreement, liability or obligation (whether accrued, absolute, contingent, known, unknown or otherwise) that is not expressly included or which arose before the Effective Date, including, but not limited to,



liabilities for any prior and/or existing environmental contamination of any premises leased to Licensee under the Airport Agreement.

4. Licensee's Warranties. Licensee hereby covenants with and warrants to DTG Operations as follows:

- A. Licensee is the lawful owner of the Airport Agreement, free and clear of all liens, claims, collateral or other assignments, subleases and encumbrances of any kind;
- B. The Airport Agreement is in full force and effect, and neither Licensee, nor to Licensee's knowledge, the Lessor, the second party under such Airport Agreement, is in breach of or in default under the Airport Agreement as of the Effective Date, nor to Licensee's knowledge does any circumstance exist which would constitute a breach or default under the Airport Agreement upon the service of notice or the passage of time;
- C. All rents, fees, reimbursements and other charges due from Licensee under the Airport Agreement have been duly paid through the Effective Date;
- D. Licensee, to the best of its knowledge and belief, has not knowingly violated in any material respect any federal, state or local law, ordinance or regulation relating to the Airport Agreement;
- E. Licensee has full power and authority to execute this Assignment and to consummate the transactions contemplated hereby, and this Assignment constitutes a legally binding and valid obligation of Licensee enforceable in accordance with its terms; and
- F. No tax, mechanics', materialmen's or other liens have attached to, or will attach to, any real or personal property covered by the Airport Agreement due to any act or omission of Licensee through the Effective Date, and all rents, fees, taxes, utility and other operating expenses incurred through the Effective Date with respect to all real and personal property covered by the Airport Agreement have been or will be fully paid by Licensee as they come due.
- G. Licensee agrees to indemnify and hold DTG Operations harmless from and against any and all loss, injury, damage, liability and obligations of any nature whatsoever arising from the inaccuracy of the covenants and warranties set forth herein. This indemnity shall include all reasonable costs, expenses and liabilities incurred in connection with any claim in the defense thereof.

5. Consent. This Assignment and the transactions contemplated hereby are conditioned and contingent upon the consent of the Lessor, to the extent such consent is required by the terms of the Airport Agreement, and DTG Operations' receipt of a form of consent acceptable to DTG Operations. The Lessor hereby consents to this Assignment and Assumption Agreement and to the assignment by Licensee of all matters assumed by DTG Operations in Paragraph 3 above.

6. Binding Effect. The terms hereof shall inure to the benefit of DTG Operations and their respective successors and assigns and shall be binding upon Licensee and its successors and assigns.



7. Further Assurances. The parties shall without further consideration execute and deliver such instruments and give such further written assurances as may be reasonably requested by any other party to carry into effect the transactions contemplated hereby.

8. Amendment. This Assignment may not be amended except by an instrument in writing executed by each of the parties hereto.

9. Entire Agreement. This Assignment constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and is not intended to confer upon any other person any rights or remedies hereunder except as otherwise expressly provided herein.

**IN WITNESS WHEREOF**, the undersigned has caused this instrument to be duly executed effective as of this 1<sup>st</sup> day of December, 2007.

**Attest**

Carla Kildow

**"Licensee"**

**Flacks Enterprises, Limited  
dba Thrifty Car Rental**

By: Harvey A. Flacks

Name: Harvey A. Flacks

Its: President

**Attest**

Bruce Evans

**"DTG Operations"**

**DTG Operations, Inc.  
dba Thrifty Car Rental**

By: Dean W. Strickland

Dean W. Strickland  
Vice President

**Attest**

**"Lessor"**

**The Wichita Airport Authority  
Wichita, Kansas**

By: \_\_\_\_\_

**Approved As to Form**

\_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_



**EXHIBIT A**  
**to**  
**Assignment and Assumption Agreement**  
**AGREEMENT FOR RENT A CAR SERVICES**



## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** ("Assignment") is made and entered into effective December 1, 2007, by and between **E & J Rental & Leasing, Inc.**, dba Dollar Rent A Car, a Kansas corporation ("**Licensee**") and **DTG Operations, Inc.**, dba Thrifty Car Rental, an Oklahoma corporation ("**DTG Operations**"), with reference to the following facts:

**WHEREAS**, the Wichita Airport Authority, Wichita, Kansas, ("**Lessor**"), which owns and operates the Wichita Mid-Continent Airport, ("**Airport**") and Dollar Systems, Inc. entered into that certain Agreement for Rent A Car Services at the Airport, dated December 15, 1986, as extended in 1989, in 1994, in 1999 and as supplemented in Supplemental Agreement No. 1 dated March 21, 2006 (collectively the "**Airport Agreement**") wherein the Lessor granted to Licensee the right to operate a car rental service at the Airport, as more fully described in the document, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, Licensee, N. David Johnson, DTG Operations, Inc., and Dollar Rent A Car, Inc. are among the parties to that certain Acquisition Agreement dated October 29, 2007 (the "**Acquisition Agreement**"), pursuant to which Licensee has agreed to sell and DTG Operations has agreed to purchase certain assets of Licensee and to assume certain liabilities used in the conduct of Licensee's vehicle rental business situated in Wichita, Kansas; and

**WHEREAS**, in connection with the transaction contemplated in the Acquisition Agreement, Licensee desires to assign all of its rights, title, interest, obligations and liabilities in the Airport Agreement to DTG Operations and DTG Operations desires to assume Licensee's rights, title, interest, obligations and liabilities in the Airport Agreement, in accordance with the terms and conditions of this Assignment and Assumption Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms.** Capitalized terms used herein shall have the meanings ascribed to them in the Acquisition Agreement unless otherwise defined herein.

2. **Assignment.** Licensee hereby grants, sells, conveys, transfers, assigns and delivers unto DTG Operations all of its right, title, interest, obligations and liabilities in and to the Airport Agreement, including all claims and rights belonging or appertaining to any of the foregoing, effective as of 12:01 a.m. on December 1, 2007 (the "**Effective Date**").

3. **Assumption.** DTG Operations hereby accepts the foregoing assignment effective as of the Effective Date and, except as otherwise provided herein, agrees to assume full responsibility for and to faithfully perform or comply with all covenants, terms, stipulations, duties, obligations and conditions contained in the Airport Agreement from and after the Effective Date, including, without limitation, the payment of rent and all other sums due pursuant to the Airport Agreement that are incurred or accrue from and after the Effective Date. DTG Operations shall not, by this Assignment, assume any duties, contract, agreement, liability or obligation (whether accrued, absolute, contingent, known, unknown or otherwise) that is not expressly included or which arose before the Effective Date, including, but not limited to,



liabilities for any prior and/or existing environmental contamination of any premises leased to Licensee under the Airport Agreement.

4. Licensee's Warranties. Licensee hereby covenants with and warrants to DTG Operations as follows:

- A. Licensee is the lawful owner of the Airport Agreement, free and clear of all liens, claims, collateral or other assignments, subleases and encumbrances of any kind;
- B. The Airport Agreement is in full force and effect, and neither Licensee, nor to Licensee's knowledge, the Lessor, the second party under such Airport Agreement, is in breach of or in default under the Airport Agreement as of the Effective Date, nor to Licensee's knowledge does any circumstance exist which would constitute a breach or default under the Airport Agreement upon the service of notice or the passage of time;
- C. All rents, fees, reimbursements and other charges due from Licensee under the Airport Agreement have been duly paid through the Effective Date;
- D. Licensee, to the best of its knowledge and belief, has not knowingly violated in any material respect any federal, state or local law, ordinance or regulation relating to the Airport Agreement;
- E. Licensee has full power and authority to execute this Assignment and to consummate the transactions contemplated hereby, and this Assignment constitutes a legally binding and valid obligation of Licensee enforceable in accordance with its terms; and
- F. No tax, mechanics', materialmen's or other liens have attached to, or will attach to, any real or personal property covered by the Airport Agreement due to any act or omission of Licensee through the Effective Date, and all rents, fees, taxes, utility and other operating expenses incurred through the Effective Date with respect to all real and personal property covered by the Airport Agreement have been or will be fully paid by Licensee as they come due.
- G. Licensee agrees to indemnify and hold DTG Operations harmless from and against any and all loss, injury, damage, liability and obligations of any nature whatsoever arising from the inaccuracy of the covenants and warranties set forth herein. This indemnity shall include all reasonable costs, expenses and liabilities incurred in connection with any claim in the defense thereof.

5. Consent. This Assignment and the transactions contemplated hereby are conditioned and contingent upon the consent of the Lessor, to the extent such consent is required by the terms of the Airport Agreement, and DTG Operations' receipt of a form of consent acceptable to DTG Operations. The Lessor hereby consents to this Assignment and Assumption Agreement and to the assignment by Licensee of all matters assumed by DTG Operations in Paragraph 3 above.

6. Binding Effect. The terms hereof shall inure to the benefit of DTG Operations and their respective successors and assigns and shall be binding upon Licensee and its successors and assigns.



7. Further Assurances. The parties shall without further consideration execute and deliver such instruments and give such further written assurances as may be reasonably requested by any other party to carry into effect the transactions contemplated hereby.

8. Amendment. This Assignment may not be amended except by an instrument in writing executed by each of the parties hereto.

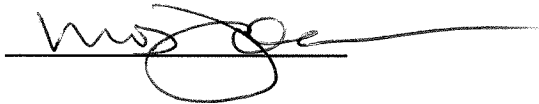
9. Entire Agreement. This Assignment constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and is not intended to confer upon any other person any rights or remedies hereunder except as otherwise expressly provided herein.

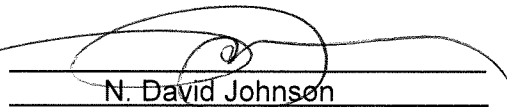
**IN WITNESS WHEREOF**, the undersigned has caused this instrument to be duly executed effective as of this 1<sup>st</sup> day of December, 2007.

**Attest**

**"Licensee"**

**E & J Rental & Leaseing, Inc.  
dba Dollar Rent A Car**



By:   
Name: N. David Johnson  
Its: President


**Attest**



**"DTG Operations"**

**DTG Operations, Inc.  
dba Dollar Rent A Car**



By:   
Dean W. Strickland  
Vice President

**Attest**

**"Lessor"**

**The Wichita Airport Authority  
Wichita, Kansas**



By: \_\_\_\_\_

**Approved As to Form**



Date: \_\_\_\_\_



Director of Law

**EXHIBIT A**  
**to**  
**Assignment and Assumption Agreement**  
**AGREEMENT FOR RENT A CAR SERVICES**



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Wichita Airport Authority

**SUBJECT:** Assignment and Assumption Agreements  
E & J Rental d/b/a Dollar Rent A Car and Flacks Enterprises d/b/a Thrifty Car Rental

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the Assignment and Assumption Agreements.

**Background:** The Wichita Airport Authority currently has concession agreements with E & J Rental d/b/a Dollar Rent A Car and Flacks Enterprises d/b/a Thrifty Car Rental for provision of rental car services on Mid-Continent Airport. Dollar's concession agreement in the terminal building commenced in 1986, and is a locally-owned franchise. Thrifty began serving the airport as on off-airport provider in 1992; and, in 2003, leased space in the terminal to begin service as an on-airport operator.

**Analysis:** Effective December 1, 2007, Dollar Thrifty Automotive Group (DTG) acquired Dollar and Thrifty franchises on Mid-Continent Airport, in addition to five other airport markets. DTG is a Fortune 1000 Company headquartered in Tulsa, Oklahoma, serving travelers in approximately 70 countries, with 800 corporate and franchised locations in the United States and Canada. Both agreements require the Wichita Airport Authority's consent to the assignment.

**Financial Considerations:** There is no financial impact to the Wichita Airport Authority.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through approving changes to lease agreements which allow tenants to do business at the airport in the most efficient way possible, thereby improving services to their customers.

**Legal Considerations:** The Assignment and Assumption Agreements have been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Assignment and Assumption Agreements, and authorize the necessary signatures.

**Attachments:** Two original signature copies of each Assignment and Assumption Agreement, and 12 distribution copies of each.



City of Wichita  
City Council Meeting  
January 8, 2008

**TO:** Wichita Airport Authority

**SUBJECT:** Hangar 16 Rehabilitation  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve Supplemental Agreement No. 1.

**Background:** On February 7, 2007 the Wichita Airport Authority approved the capital project and a budget of \$940,000, and established a contract with Hanney and Associates Architects for design and bid phase services in the amount of \$46,743.

**Analysis:** A supplemental agreement has been prepared to authorize construction-related services.

**Financial Considerations:** The cost of the construction-related services is a not-to-exceed amount of \$43,593. The project will be funded with General Obligation bonds paid for with airport revenue and reimbursements from Koch Industries, and the existing budget will cover all costs.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through maintaining hangars that serve the aviation community.

**Legal Considerations:** The supplemental agreement has been approved by the Law Department as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize necessary signatures.

**Attachments:** Five original signature copies and 12 distribution copies of the supplemental agreement.



SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE WICHITA AIRPORT AUTHORITY, "OWNER"  
AND  
Hanney and Associates Architects, "CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract, dated February 6, 2007 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Hangar 16 and Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

No Changes

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B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the fee specified herein; the total including reimbursable expenses shall not exceed \$43,593.00. Refer to Exhibit A for a detailed fee schedule.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By: \_\_\_\_\_  
Victor White, Director of Airports

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hanney & Associates Architects  
1726 S. Hillside  
Wichita, KS

By:  \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
"Consultant"

Title: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

Attachments: Exhibit A- Detailed Fee Schedule





## Exhibit A

### Construction Observation

Architectural-\$15,583 \$15,583

298.00 hours total

48.00 hours x \$65/hr = \$3,120- Martin

250.00 hours x \$45/hr = \$11,250- Joe (10 hrs/week x 25 weeks)

20 miles x 48.5 cents/mile x 5 days/week x 25 weeks = \$1213

- Shop drawing review
- Periodic and final pay requests reviews
- Answer technical questions
- Evaluate testing for acceptance
- Prepare change orders if appropriate and independently review contractor provided cost and time changes.
- Document the work with digital photos
- Site visits and documentation to the extent that the Architect is able to provide a Certificate of Acceptance on the work and provide such after the completion of construction. The Certificate of Acceptance shall be on letterhead, signed and sealed by the project manager. Specific site visits/ observations shall occur during critical removal and material installation times.
- On-site weekly project meetings
- Final observation and report

Structural-\$7,310 \$7,310

72 hours x \$102/ hr

- Shop Drawing review
- Site Visits

Mechanical-\$6,900 \$6,900

60 Hours x \$115/ hr

- Record Drawings
- One final review of construction installation
- Shop Drawing review
- Answer questions

### HANNEY & ASSOCIATES ARCHITECTS

1726 S. HILLSIDE ▪ WICHITA, KANSAS 67211 ▪ (316) 683-8965 ▪ FAX (316) 684-1441 ▪ Email HArchitect @ AOL.com  
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Electrical- \$6,900 \$6,900

60 Hours x \$115/ hr

-Shop Drawing review

-Answer questions

Civil-\$6,900 \$6,900

-Review Shop Drawings

-Answer questions

-Attend meeting as necessary

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Total Not to Exceed \$43,593

HANNEY & ASSOCIATES ARCHITECTS

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS, PROCLAIMING THAT “KANSAS AVIATION IS THE ENVY  
OF THE WORLD”

WHEREAS, the City of Wichita, Sedgwick County, and the Wichita Metro Chamber have long recognized that Kansas aviation is important to the Kansas economy, and

WHEREAS, aviation manufacturing is the #1 net export in the United States, and

WHEREAS, manufacturing is the largest economy in the state at over 13 billion dollars and aviation is the largest manufacturer, and

WHEREAS, the aviation industry plays an important role in the state tax revenues, contributing \$1.3 billion to the State’s general fund budget, and

WHEREAS, Wichita and Sedgwick County have more than 36,500 people working in the aviation industry, with each aviation job generating 2.9 additional jobs, and

WHEREAS, continued funding is needed for the National Institute of Aviation Research (NIAR) at Wichita State University, which hosts more than 70% of all Federal Aviation Administration Composites Research, and

WHEREAS, nationwide, 27% of the aviation manufacturing workforce is eligible for retirement in 2008 and 40% over the next five years, creating the need for more than 20,000 skilled workers over the next 10 years, and

WHEREAS, to compete with global competition in aviation, economic development incentive programs are needed to help local aviation businesses grow and expand, and

WHEREAS, aviation research and training are key issues on the Visioneering Wichita Unified Legislative Agenda, asking government and business leaders in South-Central Kansas to remain vigilant of the important needs of the aviation industry,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, THAT

The Wichita City Council proclaims that “Kansas Aviation is the Envy of the World” and, with our Sedgwick County and Wichita Metro Chamber partners, calls upon the State of Kansas to play an active role in meeting the future needs of the aviation industry, ensuring that the future role of aviation in our local and state economies continues to be the Envy of the World.



PASSED AND APPROVED THIS 8th DAY OF JANUARY 2008.

THE CITY OF WICHITA, KANSAS

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk



**Agenda Item No.**

**City of Wichita  
City Council Meeting  
January 8, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Resolution in Support of the Aviation Industry

**INITIATED BY:** City Council office

**AGENDA:** Consent Agenda

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**Recommendation:** Approve the resolution.

**Background:** A primary community issue for the City of Wichita, Sedgwick County and South-Central Kansas is the maintenance and growth of our aerospace industry. Considerable public discussion is expected on this issue during the coming year, and it will be a matter of state legislative debate, as well. The City of Wichita, Sedgwick County and the Wichita Metro Chamber of Commerce have agreed to join forces to emphasize the continued importance of the issue. This resolution formalizes that support on behalf of the Wichita City Council

**Analysis:** Adoption of the resolution formally announces the City of Wichita's intense interest in sustaining the aviation industry as the backbone of our local economy. In concert with Sedgwick County, the Wichita Metro Chamber of Commerce and other key community partners, the Wichita City Council joins the common voice of support for the growth of the aviation industry.

**Financial Considerations:** None

**Goal Impact:** Adoption of the policy will contribute to the Economic Vitality and Affordable Living Goal of the City of Wichita.

**Legal Considerations:** None.

**Recommendations/Actions:** It is recommended that the City Council approve the resolution.

**Attachments:** Resolution.